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

FORM 8-K

Current Report
Pursuant To Section 13 Or 15(d) Of The Securities Exchange Act Of 1934

Date Of Report (Date Of Earliest Event Reported):
September 30, 2009

Fidelity National Information Services, Inc.

(Exact Name Of Registrant As Specified In Its Charter)

1-16427
(Commission File Number)

Georgia
(State or Other Jurisdiction of Incorporation or Organization)

37-1490331
(IRS Employer Identification Number)

601 Riverside Avenue
Jacksonville, Florida 32204

(Addresses Of Principal Executive Offices)

(904) 854-5000
(Registrant's Telephone Number, Including Area Code)

(Former Name Or Former Address, If Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On October 1, 2009, Fidelity National Information Services, Inc. (“**FIS**”), entered into the following financing arrangements in connection with the Merger (as defined below):

(i) pursuant to that certain debt exchange and joinder agreement dated as of October 1, 2009 (the “**Debt Exchange and Joinder Agreement**”), by and among FIS, a wholly owned subsidiary of FIS (“**Merger Sub**”), Metavante Corporation, a Wisconsin corporation (“**Metavante Corp**”), FIS, as loan purchaser, the joinder lenders listed therein, JPMorgan Chase Bank, N.A. (“**JPMCB**”), as administrative agent under that certain credit agreement dated as of January 18, 2007 by and among FIS, the designated borrowers from time to time party thereto, JPMCB as administrative agent, swing line lender and letter of credit issuer, Bank of America, as swing line lender, and the lenders party thereto from time to time (as amended and supplemented through October 1, 2009, including by the Debt Exchange and Joinder Agreement, the “**FIS Credit Agreement**”) and JPMorgan Chase Bank, N.A., as administrative agent under that certain credit agreement dated as of November 1, 2007 by and among Metavante Corp, as borrower, Metavante Technologies, Inc., a Wisconsin corporation (“**Metavante**”), JPMCB, as administrative agent, Lehman Commercial Paper Inc., and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent, and the lenders party thereto from time to time (as amended through October 1, 2009, including by that certain amendment no. 1 to credit agreement dated April 30, 2009, the “**Metavante Credit Agreement**”), the following actions were taken:

(a) FIS created an additional tranche of term loans under the FIS Credit Agreement in an aggregate amount of \$500,000,000 (the “**FIS Tranche C Term Loan**”).

(b) certain lenders under the Metavante Credit Agreement holding \$500,000,000 of the term loans outstanding thereunder exchanged such amount of such term loans for the FIS Tranche C Term Loan (and such amount of term loans under the Metavante Credit Agreement were deemed to be contemporaneously cancelled),

(c) FIS purchased at par in cash an aggregate principal amount of \$423,750,000 of the remaining term loans held by certain of the lenders under the Metavante Credit Agreement, which loans were deemed to be contemporaneously cancelled (on October 1, 2009, after giving effect to the \$500,000,000 debt exchange described in the immediately preceding clause (b) and after giving effect to the purchase of the term loans described in this clause (c), an aggregate principal amount of \$800,000,000 of term loans remained outstanding under the Metavante Credit Agreement),

(d) FIS and substantially all of its direct and indirect domestic subsidiaries (other than FIS SPV (as defined below)) guaranteed the obligations of Metavante Corp under the MV Credit Agreement, and

(e) Merger Sub and substantially all of its direct and indirect domestic subsidiaries (other than Metavante Corp) guaranteed the obligations of FIS under the FIS Credit Agreement; and

(ii) pursuant to that certain receivables purchase agreement dated as of October 1, 2009 by and among FIS Receivables SPV, LLC (“**FIS SPV**”), FIS, as servicer, Fidelity Information Services, Inc., Fidelity National Card Services, Inc., eFunds Corporation and Intercept, Inc., as the initial receivables administrators, the banks and other financial institutions party thereto, as purchasers, and JPMCB, as agent for the purchasers (the “**FIS Receivables Purchase Agreement**”), FIS SPV had made available to it an accounts receivable securitization facility providing up to \$145,000,000 in capital funding on October 1, 2009. FIS and substantially all of its direct and indirect domestic subsidiaries have guaranteed the obligations of FIS SPV under the FIS Receivables Purchase Agreement.

The Tranche C Term Loan will mature on January 18, 2012 and bears interest at a per annum rate chosen by FIS from time to time equal to either: (i) 4.25% plus adjusted LIBOR; or (ii) 3.25% plus the greater of (a) the prime interest rate announced by JPMCB and (b) the federal funds effective rate plus 0.5%. The principal balance of the Tranche C Term Loan is repayable as follows: (i) a single quarterly installment of \$7,500,000 is due on December 31, 2009; (ii) quarterly installments of \$10,000,000 each are due commencing on March 31, 2010 and continuing on the last day of each calendar quarter thereafter through and including September 30, 2011; and (iii) a final payment of all remaining outstanding principal thereunder is due on January 18, 2012. The FIS Credit Agreement (including the Tranche C Term Loan) remains subject to customary affirmative, negative and financial covenants included in the FIS Credit Agreement, including, among other things, limits on the creation of liens, limits on the incurrence of indebtedness, restrictions on investments and dispositions, limitations on dividends and other restricted payments, a minimum interest coverage ratio and a maximum leverage ratio. Upon an event of default under the FIS Credit Agreement, JPMCB, as administrative agent, can accelerate the maturity of all amounts borrowed under the FIS Credit Agreement (including the Tranche C Term Loan). Events of default include the failure to pay principal and interest in a timely manner and breach of certain covenants.

The accounts receivable securitization facility made available pursuant to the FIS Receivables Purchase Agreement provides that FIS and certain of its wholly owned direct or indirect domestic subsidiaries (collectively with FIS, the “**Originators**”) will sell all of their now existing and hereafter created accounts receivable to FIS SPV, which will then sell all of such accounts receivable to the purchasers under the FIS Receivables Purchase Agreement in consideration of capital paid by the purchasers in an aggregate amount not to exceed \$145,000,000 at any time (provided, however, that, if FIS obtains additional commitments from new or existing purchasers, the aggregate amount may be increased by up to an additional \$55,000,000, to an overall aggregate capital amount of \$200,000,000). The accounts receivable securitization facility will terminate on November 1, 2013, and will accrue yield to the purchasers on outstanding capital at a per annum rate chosen by FIS from time to time equal to either: (i) 3.25% plus adjusted LIBOR; or (ii) 2.25% plus the greater of (a) the prime interest rate announced by JPMCB and (b) the federal funds effective rate plus 0.5%. On November 1, 2013, FIS SPV is required to repurchase from the purchasers under the FIS Receivables Purchase Agreement all outstanding accounts receivable that were sold to the purchasers but have not been collected, for an aggregate purchase price equal to the then outstanding balance of the purchasers’ capital, plus any accrued but unpaid yield thereon. The FIS Receivables Purchase Agreement is subject to customary affirmative, negative and financial covenants, including, among other things, limits on the creation of liens, limits on the incurrence of indebtedness, restrictions on investments and dispositions, limitations on dividends and other

restricted payments, a minimum interest coverage ratio and a maximum leverage ratio. Upon an event of termination under the FIS Receivables Purchase Agreement, JPMCB, as agent for the purchasers, can require FIS SPV to repurchase all outstanding accounts receivable that were sold to the purchasers but have not been collected, for an aggregate purchase price equal to the then outstanding balance of the purchasers' capital, plus any accrued but unpaid yield thereon. Events of termination include the failure to make any payment required under the FIS Receivables Purchase Agreement in a timely manner and breach of certain covenants.

The foregoing does not constitute a complete summary of the terms of the FIS Credit Agreement (including the Debt Exchange and Joinder Agreement), the MV Credit Agreement, or the FIS Receivables Purchase Agreement, and reference is made to the complete texts of the following:

- (i) with respect to the FIS Credit Agreement: (a) that certain credit agreement dated as of January 18, 2007, which is filed as Exhibit 10.1 hereto; (b) that certain amendment no. 1 to credit agreement dated as of July 30, 2009, which is filed as Exhibit 10.2 hereto; and (c) the Debt Exchange and Joinder Agreement, which is filed as Exhibit 10.3 hereto;
- (ii) with respect to the MV Credit Agreement: (a) that certain credit agreement dated as of November 1, 2007, which is filed as Exhibit 10.4 hereto; and (b) that certain amendment no. 1 to credit agreement dated as of April 30, 2009, which is filed as Exhibit 10.5 hereto; and
- (iii) with respect to the FIS Receivables Purchase Agreement, the FIS Receivables Purchase Agreement, which is filed as Exhibit 99.2 hereto.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On October 1, 2009, pursuant to the terms and conditions of the Agreement and Plan of Merger, dated as of March 31, 2009 (the "**Merger Agreement**"), by and among FIS, Merger Sub, and Metavante, Metavante merged with and into Merger Sub, with Merger Sub continuing as the surviving company and a wholly owned subsidiary of FIS (the "**Merger**"). As a result of the Merger, each outstanding share of Metavante common stock was converted into the right to receive 1.35 shares of FIS common stock. A copy of the press release announcing the completion of the Merger is attached hereto as Exhibit 99.1 to this report and is incorporated herein by reference.

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

The information set forth in Item 1.01 above 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 and Committee Appointments

Effective upon completion of the Merger, FIS expanded the size of its board of directors from six to nine members and appointed the individuals set forth below (each of whom served as a director of Metavante prior to the effective time of the Merger) to the respective classes and committees of the board of directors as specified below:

<u>Name</u>	<u>Class</u>	<u>Committee(s)</u>
Stephan A. James	II	Audit
Frank R. Martire	III	Executive
James C. Neary	II	Corporate Governance and Nominating, Compensation

Under FIS' articles of incorporation, because Messrs. James, Martire and Neary are each being appointed to fill vacancies resulting from an increase in the size of the FIS board of directors, each will hold office for a term that expires at the next annual meeting of FIS shareholders. Mr. Neary is a managing director of Warburg Pincus LLC, an affiliate of which, WPM, L.P., held approximately 25% of the outstanding shares of Metavante common stock prior to the Merger, which were converted into shares of FIS common stock pursuant to the Merger. As previously disclosed, in connection with the Merger, FIS entered into a support agreement, shareholders agreement and stock purchase right agreement with WPM, L.P. Descriptions of these agreements and other arrangements with WPM, L.P. are incorporated herein by reference to FIS' prospectus supplement filed with the Securities and Exchange Commission on July 22, 2009.

In addition, effective upon completion of the Merger, (i) Thomas M. Hagerty resigned from the Compensation Committee of the FIS board of directors, (ii) Richard N. Massey resigned from the Audit Committee and the Executive Committee of the FIS board of directors, and (iii) Lee A. Kennedy was appointed to serve as Executive Vice Chairman of the FIS board of directors.

Appointment of Certain Officers

Effective upon completion of the Merger, Mr. Martire was appointed as President and Chief Executive Officer of FIS. Prior to the Merger, Mr. Martire served as Metavante's Chairman of the Board and Chief Executive Officer. Prior to that Mr. Martire served as a Senior Vice President of Marshall & Ilsley Corporation until November 2007, when the company separated from Metavante. Mr. Martire was also 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 Chairman of the Board of Directors of Aurora Healthcare, and a Director of the Children's Hospital and Health System Foundation and the Metavante Technologies Foundation, Inc. Mr. Martire is also a member of the Board of Trustees for Sacred Heart University.

In addition, effective upon completion of the Merger, Mr. Michael D. Hayford was appointed as Corporate Executive Vice President and Chief Financial Officer of FIS. Mr. Hayford served as Metavante's President and Chief Operating Officer from November 2008 until the Merger. From November 2007 to November 2008, he was Metavante's Senior Executive Vice President and Chief Operating Officer. Mr. Hayford served as a Director and Senior Executive Vice President of Metavante Corporation from September 2004 until November 2007,

and as its Chief Operating Officer from May 2006 until November 2007. Mr. Hayford also served as Metavante Corporation's Chief Financial Officer and Treasurer from May 2001 to July 2007. Mr. Hayford also served as a Senior Vice President of Marshall & Ilsley Corporation until November 2007, when the company separated from Metavante. Mr. Hayford is a Director of the Metavante Technologies Foundation, Inc., the University of Wisconsin—La Crosse Foundation and West Bend Mutual Insurance.

Messrs. Martire and Hayford have each entered into employment agreements and relocation letters with FIS, which became effective upon the completion of the Merger. Descriptions of these agreements with Messrs. Martire and Hayford are incorporated herein by reference to FIS' prospectus supplement filed with the Securities and Exchange Commission on July 22, 2009, which are qualified by reference to the agreements, which are attached as Exhibits 10.6, 10.7, 10.8 and 10.9 to this report and are incorporated herein by reference.

Second Amended and Restated Employment Agreement with William P. Foley, II

On September 30, 2009, William P. Foley, II entered into a Second Amended and Restated Employment Agreement with FIS (the "**New Foley Agreement**"), which became effective upon the completion of the Merger, and amended, restated, superseded and replaced Mr. Foley's prior employment agreement, the Amended and Restated Employment Agreement with FIS dated July 2, 2008 (the "**Prior Foley Agreement**"). A description of the Prior Foley Agreement is incorporated herein by reference to FIS' annual proxy statement filed with the Securities and Exchange Commission on April 15, 2009 and is qualified by reference to the Prior Foley Agreement filed with the Commission as Exhibit 10.58 to FIS' annual report filed on February 27, 2009.

The New Foley Agreement is generally similar to the Prior Foley Agreement except in the following respects:

- The New Foley Agreement eliminates the right under the Prior Foley Agreement to a tax gross-up on excess parachute payments;
 - The New Foley Agreement eliminates the right under the Prior Foley Agreement to terminate employment within six months following a change in control of FIS and receive severance benefits;
 - The New Foley Agreement provides that Mr. Foley will participate in all FIS-sponsored incentive compensation plans, including a synergy plan associated with the integration of Metavante pursuant to which he will be eligible to receive a bonus in the amount of \$7.0 million upon FIS achieving at least \$260 million in post-Merger annual recurring cost savings and such other terms and conditions established by the Compensation Committee of the Board of Directors of FIS;
 - The New Foley Agreement provides that Mr. Foley will be granted a retention equity award consisting of that number of restricted stock units in respect of shares of FIS common stock determined by dividing \$9.1 million by the closing price per share of FIS common stock on the date of the completion of the Merger (the "**Retention Equity Award**") that will vest six months following
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the completion of the Merger, or sooner upon termination of employment under certain circumstances (as described below);

- The New Foley Agreement provides that Mr. Foley will be awarded a Cash Retention Award of \$1.4 million, payable in a single lump sum coincident with FIS' payment under its annual bonus plan no later than March 15, 2010, on terms and conditions established by the Compensation Committee of the Board of Directors of FIS (the "**Cash Retention Award**");
- The New Foley Agreement provides that Mr. Foley's restricted shares of FIS common stock granted prior to the completion of the Merger will vest upon the completion of the Merger and sets forth the terms and conditions of other equity awards; and
- Like the Prior Foley Agreement, cash severance under the New Foley Agreement initially will be based on a multiple of three times the sum of Mr. Foley's base salary and highest annual bonus paid to Mr. Foley during the three years preceding his termination of employment (or if higher, the target bonus in the year of termination), but this multiple declines to two and then one on each of the first anniversary and second anniversaries of the effective date.

Pursuant to the New Foley Agreement, Mr. Foley will be employed in an executive capacity as the Executive Chairman of FIS for an initial term of two years from the completion of the Merger. The term will automatically extend for an additional one year on each anniversary of the completion of the Merger unless either party gives written notice prior to the extension date. Mr. Foley will receive an annual base salary of \$550,000 per year and be eligible for an annual bonus under FIS' annual bonus plan with a target bonus opportunity of not less than 250% of Mr. Foley's annual base salary, and a maximum bonus opportunity of up to 500% of Mr. Foley's annual base salary. During the term of his employment, Mr. Foley generally will be entitled to standard employee benefits provided to FIS' other top executives, as well as eligibility to elect and purchase supplemental disability insurance, participation in FIS' equity incentive plans and other benefits and incentive opportunities customarily made available to FIS' other top executives.

Pursuant to the New Foley Agreement, in the event that Mr. Foley's employment is terminated by FIS without "Cause" or by Mr. Foley for "Good Reason" (each as defined in the New Foley Agreement), Mr. Foley will be entitled to receive:

- any earned but unpaid base salary and any expense reimbursement payments owed and any earned but unpaid annual bonus payments relating to the prior year (which we refer to as "accrued obligations");
 - a prorated annual bonus, based on the actual bonus that would have been earned in the year of termination had Mr. Foley still been employed;
 - a lump-sum payment equal to the sum of (A) the product of (x) Mr. Foley's annual base salary and the highest annual bonus paid to Mr. Foley within the three years preceding his termination of employment (or, if higher, the target annual bonus for the year in which the termination occurs) and (y) if the date of termination occurs (1) during the period from the completion of the Merger through the first annual anniversary of the completion of the Merger, three; (2) during the period from the day following the first annual anniversary of the completion of the Merger through the first annual anniversary of the completion of the Merger, two; or (3) following the second anniversary of the completion of the Merger, one; and (B) to the extent unpaid, the Cash Retention Award;
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- immediate vesting and/or payment or settlement of all outstanding and unvested equity awards (including the Retention Equity Award);
- COBRA coverage for up to three years and a lump sum cash payment equal to the sum of thirty-six monthly COBRA premium payments; and
- the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums.

In the event that Mr. Foley's employment is terminated due to death or "Disability" (as defined in the New Foley Agreement), FIS will pay Mr. Foley (or, in the event of death, his estate or personal representative), any accrued obligations, a prorated annual bonus based on Mr. Foley's target annual bonus, the unpaid portion of his annual base salary for the remainder of the employment term and, to the extent unpaid, the Cash Retention Award. In addition, Mr. Foley's outstanding equity awards (including the Retention Equity Award) will immediately vest and/or be paid or settled.

In the event that Mr. Foley's employment is terminated by FIS for Cause or if Mr. Foley resigns without Good Reason, Mr. Foley will be entitled to any accrued obligations. In addition, Mr. Foley's equity awards that were granted prior to the completion of the Merger and, except in the case of a termination of his employment for Cause, that were granted on or following the completion of the Merger (other than the Retention Equity Award), will immediately vest and/or be paid or settled. If Mr. Foley's employment is terminated by FIS for Cause, the Retention Equity Award will immediately vest and/or be paid or settled. If Mr. Foley's employment is terminated by Mr. Foley without Good Reason, Mr. Foley will be entitled to a prorated annual bonus based on Mr. Foley's target annual bonus.

Mr. Foley's agreement also provides FIS and its shareholders with the following protections and rights:

- severance benefits under the agreements are conditioned upon Mr. Foley's execution of a full release of FIS and related parties;
- Mr. Foley is prohibited from competing with FIS during employment and for one year thereafter if Mr. Foley's employment terminates for any reason other than by Mr. Foley for Good Reason, by FIS without Cause or due to FIS' decision not to extend the employment agreement term; and
- Mr. Foley is prohibited during employment and at all times thereafter from sharing confidential information and trade secrets.

Amended and Restated Employment Agreement with Lee A. Kennedy

On September 30, 2009, Lee A. Kennedy entered into an Amended and Restated Employment Agreement with FIS (the "**New Kennedy Agreement**"), which became effective upon the completion of the Merger and amended, restated, superseded and replaced Mr. Kennedy's prior employment agreement with FIS, dated May 1, 2008 (the "**Prior Kennedy Agreement**"). A description of the Prior Kennedy Agreement is incorporated herein by reference to FIS' annual proxy statement filed with the Securities and Exchange

Commission on April 15, 2009 and is qualified by reference to the Prior Kennedy Agreement filed with the Commission as Exhibit 10.1 to FIS' quarterly report filed on May 9, 2008.

The New Kennedy Agreement is generally similar to the Prior Kennedy Agreement except in the following respects:

- The New Kennedy Agreement eliminates the right under the Prior Kennedy Agreement to a tax gross-up on excess parachute payments;
- The New Kennedy Agreement provides that Mr. Kennedy will be awarded a cash retention bonus of \$10,468,302;
- The New Kennedy Agreement provides that Mr. Kennedy's restricted shares of FIS common stock granted prior to the completion of the Merger will vest upon the completion of the Merger, and sets forth the terms and conditions of other equity awards; and
- Severance benefits under the New Kennedy Agreement are reduced and will be based on Mr. Kennedy's annual base salary and target bonus opportunity in the year in which he terminates multiplied by a fraction, the numerator of which is the number of days remaining in his employment term and the denominator of which is 365, instead of the three-times multiple provided under the Prior Kennedy Agreement.

Pursuant to the New Kennedy Agreement, Mr. Kennedy will be employed in an executive capacity as the Executive Vice Chairman of FIS for an initial term of two years from the completion of the Merger. The term will automatically extend for an additional one year on each anniversary of the completion of the Merger unless either party gives written notice prior to the extension date. Mr. Kennedy will receive an annual base salary of \$500,000 per year and be eligible for an annual bonus under FIS' annual bonus plan with a target bonus opportunity of not less than 200% of Mr. Kennedy's annual base salary, and a maximum bonus opportunity of up to 400% of Mr. Kennedy's annual base salary. During the term of his employment, Mr. Kennedy generally will be entitled to standard employee benefits (including medical and other insurance coverage) provided to FIS' other top executives, as well as company payment of initiation and membership dues in social and recreational clubs as deemed appropriate by FIS to maintain business relationships on behalf of the Company, supplemental disability insurance, and participation in FIS' equity incentive plans and other incentive opportunities customarily made available to FIS' other top executives.

In the event that Mr. Kennedy's employment is terminated by FIS without "Cause" or by Mr. Kennedy for "Good Reason" (each, as defined in the New Kennedy Agreement), Mr. Kennedy will be entitled to receive:

- Mr. Kennedy's accrued obligations;
 - a prorated annual bonus, based on the actual bonus that would have been earned in the year of termination had Mr. Kennedy still been employed;
 - a lump-sum payment equal to the sum of (A) the product of (x) Mr. Kennedy's (1) annual base salary and (2) target bonus opportunity in the year in which the termination of employment occurs and (y) a fraction, the numerator of which is the number of days remaining in the employment term and the denominator of which is 365, and (B) to the extent unpaid, the cash retention bonus;
 - immediate vesting and/or payment or settlement of all outstanding and unvested equity awards;
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- COBRA coverage for up to three years and a lump sum cash payment equal to the sum of thirty-six monthly COBRA premium payments; and
- the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums.

In the event that Mr. Kennedy's employment is terminated due to death or "Disability" (as defined in the New Kennedy Agreement), FIS will pay Mr. Kennedy (or, in the event of death, his estate or personal representative) any accrued obligations, a prorated annual bonus based on Mr. Kennedy's target annual bonus, the unpaid portion of his annual base salary for the remainder of the employment term and, to the extent unpaid, the cash retention bonus. In addition, Mr. Kennedy's outstanding equity awards will immediately vest and/or be paid or settled.

In the event that Mr. Kennedy's employment is terminated by the Company for Cause or if Mr. Kennedy resigns without Good Reason, Mr. Kennedy will be entitled to any accrued obligations. In addition, Mr. Kennedy's equity awards that were granted prior to the completion of the Merger and, except in the case of a termination of his employment for Cause, that were granted on or following the completion of the Merger, will immediately vest and/or be paid or settled. If Mr. Kennedy's employment is terminated by Mr. Kennedy without Good Reason, Mr. Kennedy will be entitled to a prorated annual bonus based on Mr. Kennedy's target annual bonus.

Mr. Kennedy's agreement also provides FIS and its shareholders with the following protections and rights:

- severance benefits under the agreements are conditioned upon Mr. Kennedy's execution of a full release of FIS and related parties;
- Mr. Kennedy is prohibited from competing with FIS during employment and for one year thereafter if Mr. Kennedy's employment terminates for a reason other than by Mr. Kennedy for Good Reason, by FIS without Cause or due to FIS' decision not to extend the employment agreement term; and
- Mr. Kennedy is prohibited during employment and at all times thereafter from sharing confidential information and trade secrets.

Amended and Restated Employment Agreement with George Scanlon

On September 30, 2009, George Scanlon entered into an Amended and Restated Employment Agreement with FIS (the "**New Scanlon Agreement**"), which became effective upon the completion of the Merger and amended, restated, superseded and replaced Mr. Scanlon's prior employment agreement with FIS, dated May 1, 2008 (the "**Prior Scanlon Agreement**"). A description of the Prior Scanlon Agreement

is incorporated herein by reference to FIS' annual proxy statement filed with the Securities and Exchange Commission on April 15, 2009 and is qualified by reference to the Prior Scanlon Agreement filed with the Commission as Exhibit 10.4 to FIS' current report filed on July 9, 2008.

The New Scanlon Agreement is generally similar to the Prior Scanlon Agreement except in the following respects:

- The New Scanlon Agreement eliminates the right under the Prior Scanlon Agreement to a tax gross-up payments on excess parachute payments;
- The New Scanlon Agreement provides that Mr. Scanlon will be awarded a cash retention bonus of \$3,000,000;
- The New Scanlon Agreement provides that Mr. Scanlon's restricted shares of FIS common stock granted prior to the completion of the Merger will vest upon the completion of the Merger, and sets forth the terms and conditions of other equity awards; and
- The New Scanlon Agreement provides Mr. Scanlon with the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums upon certain terminations of employment.

Pursuant to the New Scanlon Agreement, Mr. Scanlon will be employed by FIS as its Corporate Executive Vice President — Finance, or in such other capacity as may be agreed by Mr. Scanlon and FIS, and will report to FIS' Chief Financial Officer. The New Scanlon Agreement provides for an initial term of three years from the completion of the Merger, and the term will automatically extend for an additional one year on each anniversary of the completion of the Merger unless either party gives written notice prior to the extension date at least 270 days before such extension would be effectuated. Mr. Scanlon will receive an annual base salary of \$450,000 per year and be eligible for an annual bonus under FIS' annual bonus plan with a target bonus opportunity of not less than 150% of Mr. Scanlon's annual base salary, and a maximum bonus opportunity of up to 300% of Mr. Scanlon's annual base salary. During the term of his employment, Mr. Scanlon generally will be entitled to all employee benefits (including medical and other insurance coverage) and incentive opportunities customarily made available to other Corporate Executive Vice Presidents, as well as supplemental disability insurance and eligibility to participate in FIS' equity incentive plans.

In the event that Mr. Scanlon's employment is terminated by FIS without "Cause" or by Mr. Scanlon for "Good Reason" (each, as defined in the New Scanlon Agreement), Mr. Scanlon will be entitled to receive:

- Mr. Scanlon's accrued obligations;
 - a prorated annual bonus, based on the actual bonus that would have been earned in the year of termination had Mr. Scanlon still been employed;
 - a lump-sum payment equal to 300% of the sum of the executive's (1) annual base salary and (2) the highest annual bonus paid to the executive within the three years preceding his termination or, if higher, the target bonus opportunity in the year in which the termination of employment occurs;
 - immediate vesting and/or payment or settlement of all outstanding and unvested equity awards (subject to achievement of performance goals in the case of awards based upon satisfaction of performance criteria);
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- COBRA coverage for up to three years and a lump sum cash payment equal to the sum of thirty-six monthly COBRA premium payments; and
- the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums.

In the event that Mr. Scanlon's employment is terminated due to death or "Disability" (as defined in the New Scanlon Agreement), FIS will pay Mr. Scanlon (or, in the event of death, his estate or personal representative) any accrued obligations, a prorated annual bonus, based on Mr. Scanlon's target annual bonus, and the unpaid portion of his annual base salary that would have been paid for the remainder of the employment term. In addition, Mr. Scanlon's equity awards that were granted prior to the completion of the Merger will immediately vest and/or be paid or settled (subject to achievement of performance goals in the case of awards based upon satisfaction of performance criteria).

In the event that Mr. Scanlon's employment is terminated by the Company for Cause or if Mr. Scanlon resigns without Good Reason, Mr. Scanlon will be entitled to any accrued obligations. In addition, Mr. Scanlon's equity awards that were granted prior to the completion of the Merger will immediately vest and/or be paid or settled (subject to achievement of performance goals in the case of awards based upon satisfaction of performance criteria).

Mr. Scanlon's agreement also provides FIS and its shareholders with the following protections and rights:

- severance benefits under the agreements are conditioned upon Mr. Scanlon's execution of a full release of FIS and related parties;
- Mr. Scanlon is prohibited from competing with FIS during employment and for one year thereafter if Mr. Scanlon's employment terminates for a reason other than by FIS without Cause; and
- Mr. Scanlon is prohibited during employment and at all times thereafter from sharing confidential information and trade secrets.

Employment Agreement with James W. Woodall

On October 1, 2009, James W. Woodall entered into an amended and restated Employment Agreement with FIS (the "**New Woodall Agreement**"), which became effective upon the completion of the Merger and amended and restated Mr. Woodall's prior employment agreement with FIS, dated June 30, 2008 (the "**Prior Woodall Agreement**"). As stated in the New Woodall Agreement, its purpose is to amend and restate all prior agreements between FIS, and any of its affiliates, and Mr. Woodall relating to the subject matter of the New Woodall Agreement (including, without limitation, the Prior Woodall Agreement), to recognize Mr. Woodall's significant contributions to the overall financial performance and success of FIS, to protect FIS' business interests through the addition of restrictive covenants, to assure FIS of the services of Mr. Woodall following the Merger, and to provide a single, integrated document which shall provide the basis for Mr. Woodall's continued employment by FIS. A description of the Prior Woodall Agreement is incorporated herein by reference to FIS' current report filed with the Securities and Exchange Commission on July 9, 2008 and is qualified by reference to the Prior Woodall Agreement filed with the Commission as Exhibit 10.5 to such current report filed July 9, 2008.

The New Woodall Agreement is generally similar to the Prior Woodall Agreement except in the following respects:

- The New Woodall Agreement eliminates the right under the Prior Woodall Agreement to a tax gross-up payments on excess parachute payments;
- The New Woodall Agreement increases employment term to three years;
- The New Woodall Agreement provides that Mr. Woodall will be entitled to supplemental disability insurance coverage sufficient to provide a benefit equal to two-thirds of Mr. Woodall's annual base salary;
- Severance benefits under the New Woodall Agreement are increased to 200% of the sum of Mr. Woodall annual base salary and the highest annual bonus paid to the executive within the three years preceding his termination (or, if higher, the target bonus opportunity in the year in which the termination of employment occurs), instead of 150% of the sum of Mr. Woodall's base salary and the average annual bonus paid to Mr. Woodall within the three years preceding his termination (or, if higher, the target bonus opportunity in the year in which the termination of employment occurs) as provided under the Prior Woodall Agreement; and
- The New Woodall Agreement provides Mr. Woodall with the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums upon certain terminations of employment.

Pursuant to the New Woodall Agreement, Mr. Woodall will be employed by FIS as its Senior Vice President, Chief Accounting Officer, or in such other capacity as may be agreed by Mr. Woodall and FIS. The New Woodall Agreement provides for an initial term of three years from the completion of the Merger, and the term will automatically extend for an additional one year on each anniversary of the completion of the Merger unless either party gives written notice prior to the extension date. Mr. Woodall will receive an annual base salary of \$286,000 per year and be eligible for an annual bonus under FIS' annual bonus plan with a target bonus opportunity of not less than 50% of Mr. Woodall's annual base salary, and a maximum bonus opportunity of up to 100% of Mr. Woodall's annual base salary. During the term of his employment, Mr. Woodall generally will be entitled to all employee benefits (including medical and other insurance coverage) and incentive opportunities customarily made available to other Senior Vice Presidents, as well as supplemental disability insurance and eligibility to participate in FIS' equity incentive plans.

In the event that Mr. Woodall's employment is terminated by FIS without "Cause" or by Mr. Woodall for "Good Reason" (each, as defined in the New Woodall Agreement), Mr. Woodall will be entitled to receive:

- Mr. Woodall's accrued obligations;
 - a prorated annual bonus, based on the actual bonus that would have been earned in the year of termination had Mr. Woodall still been employed;
 - a lump-sum payment equal to 200% of the sum of the executive's (1) annual base salary and (2) the highest annual bonus paid to the executive within the three years preceding his termination or, if higher, the target bonus opportunity in the year in which the termination of employment occurs;
 - immediate vesting and/or payment or settlement of all outstanding and unvested equity awards (subject to achievement of performance goals in the case of awards based upon satisfaction of performance criteria);
-

- COBRA coverage for up to three years and a lump sum cash payment equal to the sum of thirty-six monthly COBRA premium payments; and
- the right to convert any life insurance provided by FIS into an individual policy and a lump sum cash payment equal to thirty-six months of related premiums.

In the event that Mr. Woodall's employment is terminated due to death or "Disability" (as defined in the New Woodall Agreement), FIS will pay Mr. Woodall (or, in the event of death, his estate or personal representative) any accrued obligations, a prorated annual bonus, based on Mr. Woodall's target annual bonus, and the unpaid portion of his annual base salary that would have been paid for the remainder of the employment term. In the event that Mr. Woodall's employment is terminated by the Company for Cause or if Mr. Woodall resigns without Good Reason, Mr. Woodall will be entitled only to his accrued obligations.

Mr. Woodall's agreement also provides FIS and its shareholders with the following protections and rights:

- severance benefits under the agreements are conditioned upon Mr. Woodall's execution of a full release of FIS and related parties;
- Mr. Woodall is prohibited from competing with FIS during employment and for one year thereafter if Mr. Woodall's employment terminates for a reason other than by FIS without Cause; and
- Mr. Woodall is prohibited during employment and at all times thereafter from sharing confidential information and trade secrets.

The descriptions of the New Foley Agreement, New Kennedy Agreement, New Scanlon Agreement, the New Woodall Agreement and the Retention Equity Award set forth above are summaries of the material terms of each agreement and are qualified in their entirety by the terms of each agreement, which are filed as Exhibits 10.10, 10.11, 10.12, 10.13 and 10.14 to this Form 8-K.

Item 8.01. Other Events.

On October 1, 2009, FIS issued a press release announcing the completion of the Merger. A copy of the press release announcing the Merger is attached hereto as Exhibit 99.1 and is incorporated by reference into this report.

Item 9.01. Financial Statements And Exhibits.

(a) Financial statements of businesses acquired.

The audited consolidated balance sheets of Metavante and its consolidated subsidiaries as of December 31, 2008 and 2007, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2008, the notes related thereto, and the Report of Independent Registered Public Accounting Firm of Metavante, dated February 17,

2009, are hereby incorporated by reference to "Item 8. Financial Statements and Supplementary Data" from Metavante's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, as amended.

The unaudited condensed consolidated balance sheets of Metavante and its consolidated subsidiaries as of June 30, 2009 and December 31, 2008, and the related condensed consolidated statements of income and cash flows for each of the six-month periods ended June 30, 2009 and 2008, and the notes related thereto, are hereby incorporated by reference to "Item 1 Financial Statements" from Metavante's Quarterly Report on Form 10-Q for the period ended June 30, 2009.

(b) Pro forma financial information.

The unaudited pro forma condensed combined financial information reflecting the Merger is hereby incorporated by reference to Exhibit 99.3 hereto.

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	Credit Agreement, dated as of January 18, 2007, by and among Fidelity National Information Services, Inc. and certain of its subsidiaries and JPMorgan Chase Bank, N.A., Bank of America, N.A., and other financial institutions party thereto (incorporated by reference to exhibit 10.1 to FIS' Current Report on Form 8-K filed with the SEC on January 19, 2007).
10.2	Amendment No. 1 to Credit Agreement, dated July 30, 2007, among Fidelity National Information Services, Inc., the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Swing Line Lender and L/C Issuer and Bank of America, N.A., as Swing Line Lender (incorporated by reference to exhibit 10.1 to FIS's Current Report on Form 8-K filed with the SEC on September 18, 2007).
10.3	Debt Exchange and Joinder Agreement, dated as of October 1, 2009, by and among Fidelity National Information Services, Inc., Metavante Holdings, LLC, Metavante Corporation, Fidelity National Information Services, Inc., as loan purchaser, each lender listed on Schedule I thereto, JPMorgan Chase Bank, N.A., as administrative agent under the FNIS Credit Agreement (as defined therein) and JPMorgan Chase Bank, N.A., as administrative agent under the Metavante Credit Agreement (as defined therein)
10.4	Credit Agreement, dated as of 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 (incorporated by reference to exhibit 4.3.1 to Metavante's Current Report on Form 8-K filed with the SEC on November 6, 2007).
10.5	Amendment No. 1 to Credit Agreement, dated April 30, 2009, among Metavante Technologies, Inc., Metavante Corporation, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.
10.6	Employment Agreement, dated as of March 31, 2009, by and among Fidelity National

Exhibit	Description
	Information Services, Inc. and Frank R. Martire (incorporated by reference to exhibit 10.1 to FIS' registration statement on Form S-4/A filed with the SEC on July 20, 2009).
10.7	Employment Agreement, dated as of March 31, 2009, by and among Fidelity National Information Services, Inc. and Michael D. Hayford (incorporated by reference to exhibit 10.2 to FIS' registration statement on Form S-4/A filed with the SEC on July 20, 2009).
10.8	Relocation Letter Agreement, dated as of March 31, 2009, from Fidelity National Information Services, Inc. to Frank R. Martire (incorporated by reference to exhibit 10.3 to FIS' registration statement on Form S-4/A filed with the SEC on July 20, 2009).
10.9	Relocation Letter Agreement, dated as of March 31, 2009, from Fidelity National Information Services, Inc. to Michael D. Hayford (incorporated by reference to exhibit 10.4 to FIS' registration statement on Form S-4/A filed with the SEC on July 20, 2009).
10.10	Second Amended and Restated Employment Agreement, dated as of September 30, 2009, by and among Fidelity National Information Services, Inc. and William P. Foley, II.
10.11	Amended and Restated Employment Agreement, dated as of September 30, 2009, by and among Fidelity National Information Services, Inc. and Lee A. Kennedy.
10.12	Amended and Restated Employment Agreement, dated as of September 30, 2009, by and among Fidelity National Information Services, Inc. and George Scanlon.
10.13	Employment Agreement, dated as of October 1, 2009, by and among Fidelity National Information Services, Inc. and James W. Woodall.
10.14	Restricted Stock Unit Award Agreement under the Fidelity National Information Services, Inc. 2008 Omnibus Incentive Plan, dated as of October 1, 2009, between William P. Foley and Fidelity National Information Services, Inc.
23.1	Consent of Independent Registered Public Accounting Firm of Metavante, Deloitte & Touche LLP.
99.1	Press Release, dated October 1, 2009
99.2	Receivables Purchase Agreement, dated as of October 1, 2009, among FIS Receivables SPV, LLC, as seller, Fidelity National Information Services, Inc., as servicer, Fidelity Information Services, Inc., EFunds Corporation, Fidelity National Card Services, Inc. and Intercept, Inc., as initial receivables administrators, the banks and other financial institutions party thereto, as purchasers, and JPMorgan Chase Bank, N.A., as agent, J.P. Morgan Securities, Inc., as sole lead arranger and sole bookrunner.
99.3	Unaudited pro forma condensed combined financial information.

SIGNATURE

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

Fidelity National Information Services, Inc.

Date: October 2, 2009

By: /s/ Ronald D. Cook

Name: Ronald D. Cook

Title: Corporate Executive Vice President, Chief
Legal Officer and Corporate Secretary

EXHIBIT INDEX

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10.3	Debt Exchange and Joinder Agreement, dated as of October 1, 2009, by and among Fidelity National Information Services, Inc., Metavante Holdings, LLC, Metavante Corporation, Fidelity National Information Services, Inc., as loan purchaser, each lender listed on Schedule I thereto, JPMorgan Chase Bank, N.A., as administrative agent under the FNIS Credit Agreement (as defined therein) and JPMorgan Chase Bank, N.A., as administrative agent under the Metavante Credit Agreement (as defined therein)
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99.3	Unaudited pro forma condensed combined financial information.

DEBT EXCHANGE AND JOINDER AGREEMENT

THIS DEBT EXCHANGE AND JOINDER AGREEMENT, dated as of October 1, 2009 (this "**Joinder Agreement**"), by and among FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation ("**FNIS**"), METAVANTE HOLDINGS, LLC, a Delaware limited liability company, METAVANTE CORPORATION, a Wisconsin corporation ("**Metavante Corp.**"), FNIS, as purchaser of the Metavante Term Loans (as defined below) (in such capacity, the "**FNIS Loan Purchaser**"), each lender listed on Schedule I hereto (each, a "**Joinder Lender**"; and, collectively, the "**Joinder Lenders**"), JPMORGAN CHASE BANK, N.A. ("**JPMCB**"), as administrative agent under the FNIS Credit Agreement (as defined below) (in such capacity, the "**FNIS Facility Administrative Agent**"), and JPMCB, as administrative agent under the Metavante Credit Agreement (as defined below) (in such capacity, the "**Metavante Facility Administrative Agent**").

RECITALS:

WHEREAS, reference is hereby made to (i) the Credit Agreement, dated as of January 18, 2007, by and among FNIS, the designated borrowers from time to time party thereto, the lenders from time to time party thereto, JPMCB, as administrative agent, swing line lender and l/c issuer, and Bank of America, N.A., as swing line lender (as amended, the "**FNIS Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as defined therein) and (ii) the Credit Agreement, dated as of November 1, 2007, by and among Metavante Technologies, Inc., a Wisconsin corporation ("**Metavante Holdings**"), Metavante Corp., the lenders from time to time party thereto, Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent and JPMCB, as administrative agent (as amended, the "**Metavante Credit Agreement**");

WHEREAS, Metavante Holdings and Metavante Corp. have advised the Joinder Lenders that FNIS intends to merge Cars Holdings, LLC, a wholly-owned subsidiary of FNIS ("**FNIS Merger Sub**"), with Metavante Holdings, with FNIS Merger Sub as the surviving entity (with such surviving entity to be renamed as Metavante Holdings, LLC immediately upon the effectiveness of such merger (in such capacity, the "**Surviving Company**")) (the "**Metavante Merger**"), pursuant to the Agreement and Plan of Merger dated as of March 31, 2009 among FNIS, Metavante Holdings and FNIS Merger Sub (the "**Metavante Merger Agreement**");

WHEREAS, in connection with the Metavante Merger, FNIS and Metavante Corp. desire to restructure certain loans under the Metavante Credit Agreement as follows: (i) the FNIS Loan Purchaser shall purchase from the Joinder Lenders an aggregate principal amount of \$500,000,000 of term loans outstanding under the Metavante Credit Agreement and held by the Joinder Lenders (the "**Metavante Term Loans**") in exchange for the issuance to the Joinder Lenders of an identical principal amount of debt evidencing Additional Term Loans under the FNIS Credit Agreement and

(ii) concurrently with such purchase, such Metavante Term Loans so purchased shall be cancelled such that they will no longer be outstanding for all purposes of the Metavante Credit Agreement;

WHEREAS, Metavante Holdings, Metavante Corp., the Required Lenders (as defined in the Metavante Credit Agreement) and the Metavante Facility Administrative Agent have approved amendments to the Metavante Credit Agreement pursuant to Amendment No. 1 thereto (the "**Metavante Facility Amendment**") dated April 30, 2009 and effective as of the Amendment No. 1 Effective Date (as defined in the Metavante Facility Amendment) to permit, among other things, Metavante Holdings to consummate the Metavante Merger and the FNIS Loan Purchaser to purchase such Metavante Term Loans pursuant to the debt exchange contemplated hereby;

WHEREAS, pursuant to Section 2.16 of the FNIS Credit Agreement, FNIS may request additional Term Commitments (and elect to create a new tranche of term loans in respect of such additional commitments), and may invite Eligible Assignees to become Term Lenders in respect of such commitments pursuant to a joinder agreement;

WHEREAS, FNIS has requested that the Joinder Lenders make (or be deemed to make) Additional Term Loans under a new tranche of term loans in an aggregate principal amount of \$500,000,000 pursuant to the terms of the FNIS Credit Agreement; and

WHEREAS, pursuant to the terms below, the FNIS Loan Purchaser and the Joinder Lenders desire to exchange the Tranche C Term Loans (as defined below) made (or deemed to have been made) by the Joinder Lenders for the Metavante Term Loans.

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

1. Tranche C Term Commitments and Debt Exchange.

(a) Subject to the terms and conditions set forth herein, each Joinder Lender party hereto severally agrees to make (or be deemed to make), on the Additional Commitments Effective Date (as defined below), a single loan under a new tranche of term loans (each, a "**Tranche C Term Loan**"; and, collectively, the "**Tranche C Term Loans**") in Dollars to FNIS in an amount equal to the commitment amount set forth next to such Joinder Lender's name in Schedule I hereto under the caption "Tranche C Term Commitment" (collectively, the "**Tranche C Term Commitments**") in exchange for the purchase by the FNIS Loan Purchaser of the Metavante Term Loans in the principal amounts set forth on Schedule I hereto under the caption "Purchased Metavante Term Loans" (such exchange, the "**Debt Exchange**"). For purposes hereof, any Lender that has a Tranche C Term Commitment or Tranche C Term Loan is referred to as a "**Tranche C Term Lender**" and this Joinder Agreement shall be deemed to be a "**Loan Document**" under the FNIS Credit Agreement.

(b) On the Additional Commitments Effective Date and concurrently with the Debt Exchange, the Metavante Facility Administrative Agent will record the purchase by the FNIS Loan Purchaser of the Metavante Term Loans pursuant to the Debt Exchange and the concurrent cancellation of such Metavante Term Loans, in the Register (as defined in the Metavante Credit Agreement).

2. Applicable Margin and Base Rate.

(a) The “**Applicable Margin**” for each Tranche C Term Loan shall mean, as of any date of determination, the following percentages per annum:

Tranche C Term Loans	
Eurocurrency Rate	Base Rate
4.25%	3.25%

(b) The “**Base Rate**”, as used in the definition of “Applicable Margin” in respect of Tranche C Term Loans, shall mean, for any day a fluctuating rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the highest of (i) the Federal Funds Rate plus 1/2 of 1%, (ii) the rate of interest in effect for such day as publicly announced by JPMCB as its “prime rate” and (iii) the Eurocurrency Rate (denominated in Dollars) for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%. The “prime rate” is a rate set by JPMCB based upon various factors including JPMCB’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by JPMCB shall take effect at the opening of business on the day specified in the public announcement of such change.

3. Principal Payments. FNIS shall repay to the FNIS Facility Administrative Agent for the ratable account of the Tranche C Term Lenders the aggregate principal amount of all Tranche C Term Loans outstanding in quarterly installments as follows (which installments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.06(b)(iv)), each such payment to be made on or prior to the date specified below:

Payment Date	Tranche C Term Loan Principal Amortization Payment
December 31, 2009	\$ 7,500,000
March 31, 2010	\$10,000,000
June 30, 2010	\$10,000,000

Payment Date	Tranche C Term Loan Principal Amortization Payment
September 30, 2010	\$ 10,000,000
December 31, 2010	\$ 10,000,000
March 31, 2011	\$ 10,000,000
June 30, 2011	\$ 10,000,000
September 30, 2011	\$ 10,000,000
Term C Loan Maturity Date	\$422,500,000

; provided that the final principal repayment installment of the Tranche C Term Loans shall be repaid on the Term C Loan Maturity Date and in any event shall be in an amount equal to the aggregate principal amount of all Tranche C Term Loans outstanding on such date.

4. **Voluntary and Mandatory Prepayments.** Scheduled installments of principal of the Tranche C Term Loans set forth above shall be reduced in connection with any optional or mandatory prepayments of the Tranche C Term Loans in accordance with Section 2.06 of the FNIS Credit Agreement.

5. **Term C Loan Maturity Date.** The Tranche C Term Loans will mature and be payable in full on January 18, 2012 (the "**Term C Loan Maturity Date**").

6. **New Lenders.** To the extent not already a Lender under the FNIS Credit Agreement, each Joinder Lender party hereto acknowledges and agrees that upon its execution of this Joinder Agreement and the making (or the deemed making) of Tranche C Term Loans that such Joinder Lender shall become a "Lender" under, and for all purposes of, the FNIS Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof (as modified by the provisions of this Joinder Agreement), and shall perform all the obligations of and shall have all rights of a Lender thereunder (as modified by the provisions of this Joinder Agreement).

7. **Confirmations and Agreements.** Each Joinder Lender party hereto (i) confirms that it has received a copy of the FNIS Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 of the FNIS Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder Agreement; (ii) agrees that it will, independently and without reliance upon the FNIS Facility Administrative Agent or any other Lender or Agent 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 FNIS Credit Agreement; (iii) appoints and authorizes the FNIS Facility Administrative Agent to take such action as agent on its behalf and to exercise such powers under the FNIS Credit Agreement and the

other Loan Documents as are delegated to the FNIS Facility Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the FNIS Credit Agreement are required to be performed by it as a Lender; and (v) represents and warrants that it has good and valid title to the Metavante Term Loan to be exchanged by it pursuant to this Joinder Agreement.

8. **FNIS Credit Agreement Governs.** Except as set forth in this Joinder Agreement, the Tranche C Term Loans shall otherwise be subject to the provisions of the FNIS Credit Agreement and the other Loan Documents that apply to “Term Loans” thereunder.

9. **Eligible Assignee.** By execution of this Joinder Agreement, each Joinder Lender party hereto represents and warrants that it is an Eligible Assignee, it being understood and agreed that any consent of FNIS or the FNIS Facility Administrative Agent as may be required by the FNIS Credit Agreement under the definition of “Eligible Assignee” shall be deemed to have been given by FNIS and the FNIS Facility Administrative Agent.

10. **Notice.** For purposes of the FNIS Credit Agreement, the initial notice address of each Joinder Lender party hereto shall be as set forth below its signature below.

11. **Foreign Lenders.** On or prior to the date which is ten Business Days after the Additional Commitments Effective Date, each Joinder Lender that is a Foreign Lender shall deliver to the FNIS Facility Administrative Agent such documentation that is required to be delivered by it pursuant to Section 11.16 of the FNIS Credit Agreement, duly completed and executed by such Lender.

12. **Recordation of the Tranche C Term Loans.** Upon execution and delivery hereof, on the Effective Date, the FNIS Facility Administrative Agent will record the Tranche C Term Loans made by the Tranche C Term Lenders in the Register.

13. **Representations and Warranties of the Company Parties.** Each of FNIS, the Surviving Company and Metavante Corp. (collectively, the “**Company Parties**”), with respect to itself only, hereby represents and warrants to the Lenders, the FNIS Facility Administrative Agent and the Metavante Facility Administrative Agent as follows:

(a) *Authorization; No Contravention.* The execution, delivery and performance by each Company Party of this Joinder Agreement are (i) within such Company Party’s corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action and (iii) do not and will not (A) contravene the terms of any of such Company Party’s Organization Documents, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.01 of the FNIS Credit Agreement and Section 7.1 of the Metavante

Credit Agreement), or require any payment to be made under (1) any documentation governing any Permitted Subordinated Indebtedness, (2) the FNIS Credit Agreement or the Metavante Credit Agreement, (3) any other Contractual Obligation to which such Company Party is a party or affecting such Company Party or the properties of such Company Party or any of its Subsidiaries or (4) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such Company Party or its property is subject; or (C) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B)(3) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(b) *Binding Effect.* This Joinder Agreement has been duly executed and delivered by each Company Party. This Joinder Agreement constitutes a legal, valid and binding obligation of such Company Party, enforceable against such Company Party in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

14. **Conditions to Effectiveness of Joinder Agreement.** This Joinder Agreement shall become effective upon the satisfaction of the following conditions (the "**Additional Commitments Effective Date**"):

(a) The FNIS Facility Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified):

(i) executed counterparts of this Joinder Agreement from each Company Party and each Joinder Lender party hereto;

(ii) a guaranty substantially in the form of Exhibit G to the FNIS Credit Agreement (either directly or via a guaranty supplement) or such other form of guaranty or guaranty supplement (the "**Supplemental Guarantee**") to guarantee the Guaranteed Obligations in form and substance reasonably satisfactory to the FNIS Facility Administrative Agent and FNIS, duly executed by the Surviving Company, Metavante Corp. and each of their Subsidiaries that are Loan Parties (as defined in the Metavante Credit Agreement) as of the effective date of the Metavante Facility Amendment (and giving effect thereto);

(iii) certificates representing any certificated Equity Interest in the Surviving Company held by FNIS, accompanied by undated stock powers executed in blank;

- (iv) a Pledge Agreement Supplement executed by FNIS, together with an updated Schedule II to the Pledge Agreement reflecting FNIS's pledge of Equity Interests in the Surviving Company;
 - (v) evidence (in form reasonably satisfactory to the FNIS Facility Administrative Agent) of the identity, authority and capacity of each Responsible Officer of each Company Party executing this Joinder Agreement or the Supplemental Guarantee on the Additional Commitments Effective Date;
 - (vi) such documents and certifications as the FNIS Facility Administrative Agent may reasonably require to evidence that each Company Party is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;
 - (vii) a certificate signed by a Responsible Officer of each Company Party certifying as to the satisfaction of the conditions set forth in Section 14(g) and (h) of this Joinder Agreement;
 - (viii) a certificate attesting to the Solvency of FNIS and the Restricted Subsidiaries (taken as a whole) after giving effect to the Metavante Merger, this Joinder Agreement, the Metavante Facility Amendment and each of the other transactions contemplated to occur on the Additional Commitments Effective Date from the chief financial officer, treasurer or assistant treasurer of FNIS; and
 - (ix) copies (certified to be true and complete by FNIS) of any amendments to the Metavante Merger Agreement and the disclosure schedules thereto.
- (b) All conditions to the effectiveness of the Metavante Facility Amendment shall have been (or substantially concurrently) satisfied.
 - (c) All fees and expenses required to be paid on or before the Additional Commitments Effective Date shall have been paid in full in cash.
 - (d) The Metavante Merger Agreement and any material agreement relating thereto shall not have been altered, amended or otherwise changed or supplemented in a manner material and adverse to the Lenders or any condition therein waived in a manner material and adverse to the Lenders, in each case without the consent of the FNIS Facility Administrative Agent (which shall not be unreasonably withheld or delayed). The Metavante Merger shall have been consummated, or substantially concurrently consummated, in accordance in all material respects with the terms of the Metavante Merger Agreement.

(e) There shall not have occurred between December 31, 2008 and the Additional Commitments Effective Date any event, occurrence, change, state of circumstances or condition which, individually or in the aggregate has had or is reasonably likely to have a "Material Adverse Effect" (as defined in the Metavante Merger Agreement and set forth for ease of reference in the annex attached hereto as Annex A) with respect to FNIS, Metavante Holdings or the Surviving Company.

(f) The FNIS Facility Administrative Agent shall have received (i) audited consolidated financial statements of FNIS for the fiscal year ended December 31, 2008 and (ii) such financial information for periods ending after December 31, 2008 as shall be publicly available prior to the Additional Commitments Effective Date (or as may be otherwise delivered to FNIS pursuant to the Metavante Merger Agreement). The FNIS Facility Administrative Agent shall have received pro forma consolidated financial statements as to FNIS and its Subsidiaries (after giving effect to the Metavante Merger) for (x) the 12-month period ending on the last day of the fiscal quarter most recently ended at least forty-five days prior to the Additional Commitments Effective Date and (y) the fiscal year ended December 31, 2008 and any subsequent interim period, and forecasts of balance sheets, income statements and cash flow statements for (A) each fiscal quarter of 2009 and 2010 ended after the Additional Commitments Effective Date and (B) each fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2014.

(g) The representations and warranties of the Company Parties contained in Section 13 of this Joinder Agreement and the representations and warranties of FNIS and each other Borrower (if any) contained in Article 5 of the FNIS Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Additional Commitments Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; *provided* that the only representations involving Metavante Holdings and its Subsidiaries, the making of which shall be a condition to the effectiveness of this Joinder Agreement, shall be (A) the representations and warranties made by or with respect to Metavante Holdings or its Subsidiaries in the Metavante Merger Agreement as are material to the interests of Lenders, but only to the extent that FNIS has the right to terminate its obligations under the Metavante Merger Agreement as a result of a breach of such representations and warranties in the Metavante Merger Agreement and (B) the representations and warranties set forth in Sections 5.02 (other than clause (c)(ii) thereof), 5.04, 5.12 and 5.15 of the FNIS Credit Agreement.

(h) Subject to clause (g) above, no Default shall exist with respect to FNIS and its Subsidiaries at the time of, or after giving effect to, this Joinder Agreement, the Metavante Facility Amendment and the Metavante Merger (including, without limitation, the borrowing of Tranche C Term Loans).

15. **Amendment, Modification and Waiver.** This Joinder Agreement may not be amended, modified or waived except in accordance with Section 2.16(f) or Section 11.01 of the FNIS Credit Agreement.

16. **Entire Agreement.** This Joinder Agreement, the FNIS Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

17. **Governing Law.**

(a) THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS JOINDER AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS JOINDER AGREEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS JOINDER AGREEMENT OR OTHER DOCUMENT RELATED THERETO.

18. **Waiver of Right to a Trial by Jury.** EACH PARTY TO THIS JOINDER AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS JOINDER AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS JOINDER AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS JOINDER AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. **Severability.** If any provision of this Joinder Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Joinder Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. **Counterparts.** This Joinder Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Joinder Agreement shall be effective as delivery of an original executed counterpart of this Joinder Agreement. The Agents may also require that any such documents and signatures delivered by telecopier be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Joinder Agreement as of the day and year first above written.

Name of Lender:

By: _____

Name:

Title:

[For Lenders requiring a second signature:]

By: _____

Name:

Title:

Notice Address:

Attention: _____

Telephone: _____

Facsimile: _____

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
as Borrower and FNIS Loan Purchaser

By: /s/ Jason L. Couturier
Name: Jason L. Couturier
Title: Corporate Secretary and Assistant Treasurer

METAVANTE HOLDINGS, LLC

By: /s/ Jason L. Couturier
Name: Jason L. Couturier
Title: Corporate Secretary and Assistant Treasurer

METAVANTE CORPORATION

By: /s/ Donald W. Layden, Jr.
Name: Donald W. Layden, Jr.
Title: Senior Executive Vice President and Secretary

Consented to by:

JPMORGAN CHASE BANK, N.A.,
as FNIS Facility Administrative Agent

By: /s/ Tina L. Ruyter
Name: Tina L. Ruyter
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Metavante Facility Administrative Agent

By: /s/ Tina L. Ruyter
Name: Tina L. Ruyter
Title: Vice President

SCHEDULE 1

Name of Joinder Lender	Tranche C Term Commitment	Purchased Metavante Term Loans
ACA CLO 2005-1 LTD	\$ 421,085.24	\$ 421,085.24
ACA CLO 2006-1 LIMITED	\$ 447,403.04	\$ 447,403.04
ACA CLO 2006-2 LTD	\$ 421,085.21	\$ 421,085.21
ACA CLO 2007-1 LTD	\$ 350,904.35	\$ 350,904.35
AIB DEBT MANAGEMENT LTD	\$ 8,925,690.74	\$ 8,925,690.74
AIG SATURN CLO LTD	\$ 597,294.34	\$ 597,294.34
AIMCO CLO SERIES 2005-A	\$ 952,260.09	\$ 952,260.09
AIMCO CLO SERIES 2006-A	\$ 1,056,579.58	\$ 1,056,579.58
AIRLIE CLO 2006-1 LTD	\$ 599,542.62	\$ 599,542.62
ALADDIN FLEXIBLE INVESTMENT FUND SPC SERIES 2008-2	\$ 598,036.23	\$ 598,036.23
AMERICAN INTERNATIONAL GROUP INCORPORATED	\$ 2,975,230.25	\$ 2,975,230.25
AMERICAN SAVINGS BANK FSB-HONOLULU	\$ 3,867,799.32	\$ 3,867,799.32
AMMC CLO III LIMITED	\$ 598,051.33	\$ 598,051.33
AMMC CLO IV LIMITED	\$ 595,046.05	\$ 595,046.05
AMMC CLO V LIMITED	\$ 300,528.31	\$ 300,528.31
AMMC CLO VI LIMITED	\$ 595,046.05	\$ 595,046.05
AMMC VII LIMITED	\$ 595,046.05	\$ 595,046.05
AMMC VIII LIMITED	\$ 892,569.07	\$ 892,569.07
APIDOS CDO I	\$ 819,493.25	\$ 819,493.25
APIDOS CDO II	\$ 966,949.83	\$ 966,949.83
APIDOS CDO III	\$ 670,358.90	\$ 670,358.90
APIDOS CDO IV	\$ 892,569.07	\$ 892,569.07
APIDOS CDO V	\$ 818,188.32	\$ 818,188.32
APIDOS CINCO CDO	\$ 446,284.54	\$ 446,284.54
APIDOS QUATTRO CDO	\$ 669,426.81	\$ 669,426.81
ARTUS LOAN FUND 2007-1 LTD	\$ 2,082,661.17	\$ 2,082,661.17
Babson — Bill & Melinda Gates Foundation Trust	\$ 1,834,090.69	\$ 1,834,090.69
BABSON CAPITAL LOAN PARTNERS I, L.P.	\$ 25,552.63	\$ 25,552.63
BABSON CLO LTD 2003-1	\$ 595,046.05	\$ 595,046.05
BABSON CLO LTD 2004 I	\$ 595,046.05	\$ 595,046.05
BABSON CLO LTD 2004-II	\$ 595,046.05	\$ 595,046.05
BABSON CLO LTD 2005-I	\$ 1,367,723.07	\$ 1,367,723.07
BABSON CLO LTD 2005-II	\$ 595,046.05	\$ 595,046.05
BABSON CLO LTD 2005-III	\$ 1,190,092.10	\$ 1,190,092.10
BABSON CLO LTD 2006-1	\$ 892,569.07	\$ 892,569.07
BABSON CLO LTD 2006-II	\$ 1,190,092.10	\$ 1,190,092.10
BABSON CLO LTD 2007-I	\$ 1,487,615.12	\$ 1,487,615.12
BABSON CLO LTD 2008-I	\$ 1,193,074.79	\$ 1,193,074.79
BABSON CLO LTD 2008-II	\$ 1,193,074.79	\$ 1,193,074.79
BABSON LOAN OPPORTUNITY CLO LTD	\$ 1,576,702.43	\$ 1,576,702.43
BABSON MID-MARKET CLO LTD 2007-II	\$ 892,569.07	\$ 892,569.07
BAKER STREET CLO II LTD	\$ 1,190,092.10	\$ 1,190,092.10
BAKER STREET FUNDING CLO 2005-1 LTD	\$ 1,190,092.10	\$ 1,190,092.10
BANC INVESTMENT GROUP LLC	\$ 6,010,710.77	\$ 6,010,710.77
BANK OF THE WEST	\$ 1,487,615.12	\$ 1,487,615.12
BLUEMOUNTAIN CLO II LTD	\$ 892,569.07	\$ 892,569.07
BLUEMOUNTAIN CLO III LTD	\$ 892,569.07	\$ 892,569.07
BLUEMOUNTAIN CLO LTD	\$ 1,190,092.10	\$ 1,190,092.10
BUSHNELL LOAN FUND II SUBSIDIARY HOLDINGCOMPANY II LLC	\$ 892,569.07	\$ 892,569.07
CALLIDUS DEBT PARTNERS CLO FUND II LTD	\$ 477,531.93	\$ 477,531.93
CARLYLE CREDIT PARTNERS FINANCING I LTD	\$ 1,131,789.61	\$ 1,131,789.61
CARLYLE HIGH YIELD PARTNERS IX LTD	\$ 1,429,162.37	\$ 1,429,162.37
CARLYLE HIGH YIELD PARTNERS VI LTD	\$ 1,146,214.97	\$ 1,146,214.97
CARLYLE HIGH YIELD PARTNERS VII LTD	\$ 1,116,612.93	\$ 1,116,612.93
CARLYLE HIGH YIELD PARTNERS VIII LTD	\$ 1,503,693.39	\$ 1,503,693.39
CARLYLE HIGH YIELD PARTNERS X LTD	\$ 1,116,612.93	\$ 1,116,612.93
Cascade Investment LLC	\$ 552,195.35	\$ 552,195.35
CIFC FUNDING 2006-I LTD	\$ 1,785,138.15	\$ 1,785,138.15
CIFC FUNDING 2006-IB LTD	\$ 1,190,092.10	\$ 1,190,092.10
CIFC FUNDING 2007-III	\$ 1,487,615.12	\$ 1,487,615.12
CIT BANK	\$ 5,950,460.50	\$ 5,950,460.50
CM LIFE INSURANCE COMPANY	\$ 599,680.28	\$ 599,680.28
COA CAERUS CLO LTD	\$ 1,652,382.62	\$ 1,652,382.62
COA CLO FINANCING LTD	\$ 895,574.36	\$ 895,574.36
COLUMBUSNOVA CLO LTD 2006-II	\$ 595,046.05	\$ 595,046.05
COMERICA BANK	\$ 1,487,615.12	\$ 1,487,615.12
COMMERCE BK NA-KANSAS CITY MO	\$ 7,438,075.62	\$ 7,438,075.62
COMMERZBANK AG NEW YORK	\$ 7,438,075.62	\$ 7,438,075.62

Name of Joinder Lender	Tranche C Term Commitment	Purchased Metavante Term Loans
CONFLUENT 3 LIMITED	\$ 595,046.05	\$ 595,046.05
CORTINA FUNDING	\$ 595,046.05	\$ 595,046.05
CRATOS CLO I LTD	\$ 903,867.42	\$ 903,867.42
DEL MAR CLO I LTD	\$ 892,569.07	\$ 892,569.07
DRYDEN IX - SENIOR LOAN FUND 2005 P L C	\$ 892,569.07	\$ 892,569.07
DRYDEN VIII - LEVERAGED LOAN CDO 2005	\$ 1,487,615.12	\$ 1,487,615.12
DRYDEN VII-LEVERAGED LOAN CDO 2004	\$ 892,569.07	\$ 892,569.07
DRYDEN XI-LEVERAGED LOAN CDO 2006	\$ 2,082,661.17	\$ 2,082,661.17
DRYDEN XVIII LEVERAGED LOAN 2007 LIMITED	\$ 1,190,092.10	\$ 1,190,092.10
DRYDEN XVI-LEVERAGED LOAN CDO 206	\$ 1,190,092.10	\$ 1,190,092.10
DRYDEN XXI LEVERAGED LOAN CDO LLC	\$ 747,545.29	\$ 747,545.29
EAGLE LOAN TRUST	\$ 1,190,092.10	\$ 1,190,092.10
EMPLOYERS INSURANCE COMPANY OF WAUSAU	\$ 267,770.72	\$ 267,770.72
ERSTE GROUP BANK AG	\$ 5,063,111.12	\$ 5,063,111.12
ERSTE GROUP BANK AG — LONDON	\$ 1,474,515.05	\$ 1,474,515.05
FIFTH THIRD BANK	\$ 5,950,460.50	\$ 5,950,460.50
FIRST 2004 II CLO LTD	\$ 225,396.23	\$ 225,396.23
FIRSTRUST BANK	\$ 1,785,138.15	\$ 1,785,138.15
FLEXIBLE MANAGED PORTFOLIO OF THE PRUDENTIAL SERIES FUND	\$ 297,523.02	\$ 297,523.02
FLOATING RATE SENIOR LOAN FUNDING I LLC	\$ 595,046.05	\$ 595,046.05
FLOATING RATE SENIOR LOAN FUNDING II LLC	\$ 297,521.15	\$ 297,521.15
FOUNDERS GROVE CLO LTD	\$ 163,511.63	\$ 163,511.63
FRANKLIN 4472 TEMPLETON LTD DURATION INCOME TRUST	\$ 601,056.62	\$ 601,056.62
FRANKLIN FLOATING RATE DAILY ACCESS FUND	\$ 5,580,522.74	\$ 5,580,522.74
FRANKLIN FLOATING RATE MASTER SERIES	\$ 1,571,533.63	\$ 1,571,533.63
FRASER SULLIVAN CLO I LTD	\$ 2,231,422.69	\$ 2,231,422.69
FRASER SULLIVAN CLO II LTD	\$ 2,231,422.69	\$ 2,231,422.69
GALAXY CLO 2003-1 LIMITED	\$ 743,807.56	\$ 743,807.56
GALAXY III CLO LTD	\$ 446,284.54	\$ 446,284.54
GALAXY IV CLO LTD	\$ 894,817.36	\$ 894,817.36
GALAXY V CLO LTD	\$ 1,190,092.10	\$ 1,190,092.10
GALAXY VI CLO LTD	\$ 894,817.36	\$ 894,817.36
GALAXY VII CLO LTD	\$ 595,046.05	\$ 595,046.05
GALAXY VIII CLO LTD	\$ 894,817.36	\$ 894,817.36
GALAXY X CLO LTD	\$ 595,046.05	\$ 595,046.05
GANNETT PEAK CLO I LTD	\$ 604,107.66	\$ 604,107.66
GENERAL ELECTRIC CAPITAL CORPORATION	\$ 38,640,709.64	\$ 38,640,709.64
GMAMGROUP PENSION TRUST I	\$ 892,569.07	\$ 892,569.07
GOLUB CAPITAL FUNDING CLO-8 LTD	\$ 599,542.62	\$ 599,542.62
GOLUB CAPITAL MANAGEMENT CLO 2007-1 LTD	\$ 1,487,615.12	\$ 1,487,615.12
GOLUB CAPITAL MASTER FUNDING LLC	\$ 899,313.92	\$ 899,313.92
GOLUB CAPITAL SENIOR LOAN OPPORTUNITY FUND LTD	\$ 1,041,330.59	\$ 1,041,330.59
GRAND HORN CLO LTD	\$ 206,842.20	\$ 206,842.20
GRANT GROVE CLO LTD	\$ 163,511.63	\$ 163,511.63
GREEN ISLAND CBNA LOAN FUNDING LLC	\$ 596,541.14	\$ 596,541.14
GREYROCK CDO LTD	\$ 86,715.26	\$ 86,715.26
HAKONE FUND II LLC	\$ 297,523.02	\$ 297,523.02
HARBOURVIEW CLO 2006-1	\$ 589,020.38	\$ 589,020.38
HARTFORD MUTUAL FUNDS INC-TOTAL RETURN BOND FUND	\$ 148,761.51	\$ 148,761.51
HARTFORD SERIES FUND INC-TOTAL RETURN BOND HLS FUND	\$ 899,281.68	\$ 899,281.68
HARTFORD TOTAL RETURN BOND FUND, THE	\$ 136,563.07	\$ 136,563.07
HARTFORD ZWD -WALT DISNEY COMPANY RETIREMENT PLAN MASTER TRUST	\$ 73,818.68	\$ 73,818.68
HILLMARK FUNDING LTD	\$ 1,492,876.33	\$ 1,492,876.33
HIMCO STATE BOARD OF ADMINISTRATION OF FLORIDA	\$ 523,329.51	\$ 523,329.51
HOLLY INVESTMENT CORPORATION	\$ 575,465.04	\$ 575,465.04
ING CAPITAL LLC	\$ 7,456,717.42	\$ 7,456,717.42
ING INVESTMENT MANAGEMENT CLO I LTD	\$ 670,550.97	\$ 670,550.97
ING INVESTMENT MANAGEMENT CLO II LTD	\$ 897,837.83	\$ 897,837.83
ING INVESTMENT MANAGEMENT CLO III LTD	\$ 1,042,076.25	\$ 1,042,076.25
ING INVESTMENT MANAGEMENT CLO IV LTD	\$ 747,193.26	\$ 747,193.26
ING INVESTMENT MANAGEMENT CLO V LTD	\$ 1,488,733.63	\$ 1,488,733.63
JFIN CLO 2007 LTD	\$ 892,569.07	\$ 892,569.07
JPMORGAN CHASE BANK	\$ 116,021,815.02	\$ 116,021,815.02
LANDESBANK BADEN WURTTENBERG-NEW YORK	\$ 7,438,075.62	\$ 7,438,075.62
LANDMARK III CDO LTD	\$ 299,018.12	\$ 299,018.12
LANDMARK IV CDO LIMITED	\$ 526,642.84	\$ 526,642.84
LANDMARK IX CDO LTD	\$ 720,629.92	\$ 720,629.92
LANDMARK V CDO LIMITED	\$ 537,108.48	\$ 537,108.48
LANDMARK VI CDO LIMITED	\$ 675,777.19	\$ 675,777.19
LANDMARK VII CDO LTD	\$ 378,257.92	\$ 378,257.92
LANDMARK VIII CLO LTD	\$ 433,576.26	\$ 433,576.26

Name of Joinder Lender	Tranche C Term Commitment	Purchased Metavante Term Loans
LEHMAN COMMERCIAL PAPER INCORPORATED	\$ 4,191,906.21	\$ 4,191,906.21
LFSIGXG LLC	\$ 1,021,197.90	\$ 1,021,197.90
LIBERTY MUTUAL FIRE INSURANCE COMPANY INVESTMENT ACCOUNT	\$ 446,284.54	\$ 446,284.54
LIBERTY MUTUAL INSURANCE COMPANY	\$ 1,071,082.89	\$ 1,071,082.89
LIGHTPOINT CLO III LTD	\$ 149,509.06	\$ 149,509.06
LIGHTPOINT CLO IV LTD	\$ 373,772.65	\$ 373,772.65
LIGHTPOINT CLO V LTD	\$ 149,509.06	\$ 149,509.06
LIGHTPOINT CLO VII LTD	\$ 449,280.37	\$ 449,280.37
LOAN FUNDING V LLC	\$ 1,041,330.59	\$ 1,041,330.59
LOAN FUNDING XIII LLC	\$ 602,578.28	\$ 602,578.28
LORD ABBETT INVESTMENT TRUST-LORD ABBETTFLLOATING RATE FUND	\$ 449,289.82	\$ 449,289.82
MAGNOLIA FUNDING	\$ 1,794,861.88	\$ 1,794,861.88
MALIBU CBNA LOAN FUNDING LLC	\$ 1,487,615.12	\$ 1,487,615.12
MAPLEWOOD CAYMAN LTD	\$ 1,190,092.10	\$ 1,190,092.10
MARQUETTE US/EUROPEAN CLO PUBLIC LIMITEDCOMPANY	\$ 149,509.06	\$ 149,509.06
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY	\$ 2,731,876.85	\$ 2,731,876.85
MCDONNELL — ILLINOIS STATE BOARD OF INVESTMENT	\$ 151,026.91	\$ 151,026.91
MIZUHO CORPORATE BANK LIMITED	\$ 6,247,983.52	\$ 6,247,983.52
MJX VENTURE IV CDO LIMITED	\$ 892,569.07	\$ 892,569.07
MOMENTUM CAPITAL FUND LTD	\$ 225,797.10	\$ 225,797.10
MORGAN STANLEY SENIOR FUNDING INC	\$ 297,523.02	\$ 297,523.02
MOUNTAIN VIEW CLO II LTD	\$ 185,858.21	\$ 185,858.21
MOUNTAIN VIEW CLO III LTD	\$ 206,842.20	\$ 206,842.20
MUIR GROVE CLO LTD	\$ 272,519.37	\$ 272,519.37
NACM CLO I	\$ 894,806.09	\$ 894,806.09
NATIONAL CITY BANK	\$ 6,545,506.55	\$ 6,545,506.55
NORTH DAKOTA STATE INVESTMENT BOARD	\$ 59,504.60	\$ 59,504.60
OLYMPIC CLO I LTD	\$ 762,168.56	\$ 762,168.56
OPPENHEIMER MASTER LOAN FUND LLC	\$ 892,569.07	\$ 892,569.07
OWS CLO 1 LTD	\$ 1,041,330.59	\$ 1,041,330.59
PIONEER A/C 190 PIONEER BOND FUND VCT	\$ 44,628.45	\$ 44,628.45
PIONEER BOND FUND	\$ 1,666,128.94	\$ 1,666,128.94
PIONEER DIVERSIFIED HIGH INCOME TRUST	\$ 297,523.02	\$ 297,523.02
PIONEER FLOATING RATE FUND	\$ 74,380.76	\$ 74,380.76
PPM GRAYHAWK CLO LTD	\$ 595,046.05	\$ 595,046.05
PRINCIPAL LIFE INSURANCE COMPANY	\$ 3,836,083.67	\$ 3,836,083.67
PRISA II	\$ 15,469,705.95	\$ 15,469,705.95
PRUCO LIFE INSURANCE	\$ 595,046.05	\$ 595,046.05
PRUDENTIAL ARKANS -ARKANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$ 297,523.02	\$ 297,523.02
PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY	\$ 1,785,138.15	\$ 1,785,138.15
PRUDENTIAL SERIES FUND — CONSERVATIVE BALANCED PORTFOLIO	\$ 297,523.02	\$ 297,523.02
PRUDENTIAL SERIES FUND DIVERSIFIED BOND PORTFOLIO	\$ 743,807.56	\$ 743,807.56
PRUDENTIAL TRUST COMPANY COLLECTIVE TRUST — PRUDENTIAL BANK LOAN FUND	\$ 88,655.85	\$ 88,655.85
PRUDENTIAL-DRYDEN GLOBAL TOTAL RETURN FUND INC	\$ 89,256.91	\$ 89,256.91
QUALCOMM GLOBAL TRADING	\$ 1,190,092.10	\$ 1,190,092.10
RAYMOND JAMES BANK FSB	\$ 8,330,644.70	\$ 8,330,644.70
RBS CITIZENS NATIONAL ASSOCIATION	\$ 5,950,460.50	\$ 5,950,460.50
SAN GABRIEL CLO I LTD	\$ 1,554,314.24	\$ 1,554,314.24
SAPPHIRE VALLEY CDO I LTD	\$ 892,569.07	\$ 892,569.07
SERVES 2006-1 LTD	\$ 298,268.69	\$ 298,268.69
SHASTA CLO I LIMITED	\$ 892,569.07	\$ 892,569.07
Shenkman — CUNA Mutual Insurance Society	\$ 297,523.02	\$ 297,523.02
SIERRA CLO II LTD	\$ 1,115,711.34	\$ 1,115,711.34
SILVER CREST CBNA LOAN FUNDING LLC	\$ 604,107.66	\$ 604,107.66
STANFIELD ARNAGE CLO LTD	\$ 1,416,477.36	\$ 1,416,477.36
STANFIELD AZURE CLO LTD	\$ 1,048,311.18	\$ 1,048,311.18
STANFIELD BRISTOL CLO LTD	\$ 1,572,521.92	\$ 1,572,521.92
STANFIELD CARRERA CLO LTD	\$ 752,081.61	\$ 752,081.61
STANFIELD DAYTONA CLO LTD	\$ 1,212,617.37	\$ 1,212,617.37
STANFIELD MCLAREN CLO LTD	\$ 1,495,347.16	\$ 1,495,347.16
STANFIELD MODENA CLO LTD	\$ 994,487.43	\$ 994,487.43
STANFIELD VANTAGE CLO LTD	\$ 844,986.04	\$ 844,986.04
STANFIELD VEYRON CLO LTD	\$ 724,164.50	\$ 724,164.50
STEDMAN LOAN FUND II SUBSIDIARY HOLDING COMPANY II LLC	\$ 669,426.81	\$ 669,426.81
STONE LANE FUNDING I LTD	\$ 1,492,876.33	\$ 1,492,876.33
SUMITOMO MITSUI BANKING CORP-NY	\$ 22,314,226.87	\$ 22,314,226.87
SUNTRUST BANK	\$ 2,975,230.25	\$ 2,975,230.25
Tavitian Foundation, Inc.	\$ 60,105.66	\$ 60,105.66
TCW ILLINOIS STATE BOARD OF INVESTMENT	\$ 140,972.70	\$ 140,972.70
TCW SENIOR SECURED FLOATING RATE LOAN FUND LP	\$ 227,194.33	\$ 227,194.33
TCW SENIOR SECURED LOAN FUND L P	\$ 205,954.61	\$ 205,954.61

Name of Joinder Lender	Tranche C Term Commitment	Purchased Metavante Term Loans
TD BANKNORTH	\$ 8,925,690.75	\$ 8,925,690.75
TEMP11520 — FTS II F FRANKLIN FLOATING RATE II FUND	\$ 213,923.01	\$ 213,923.01
THE BANK OF TOKYO-MITSUBISHI UFJ LTD	\$ 11,305,874.95	\$ 11,305,874.95
THE HARTFORD FLOATING RATE FUND	\$ 2,711,602.25	\$ 2,711,602.25
TRISTATE CAPITAL BANK	\$ 2,975,230.25	\$ 2,975,230.25
VAN KAMPEN SENIOR INCOME TRUST	\$ 1,196,911.07	\$ 1,196,911.07
VAN KAMPEN SENIOR LOAN FUND	\$ 1,498,964.91	\$ 1,498,964.91
VEER CASH FLOW CLO LTD	\$ 149,134.35	\$ 149,134.35
VELOCITY CLO LTD	\$ 193,044.42	\$ 193,044.42
VENTURE II CDO 2002 LIMITED	\$ 595,046.05	\$ 595,046.05
VENTURE III CDO LTD	\$ 595,046.05	\$ 595,046.05
VENTURE IX CDO LIMITED	\$ 1,040,957.75	\$ 1,040,957.75
VENTURE V CDO LTD	\$ 743,807.56	\$ 743,807.56
VENTURE VI CDO LTD	\$ 293,015.10	\$ 293,015.10
VENTURE VII CDO LIMITED	\$ 1,338,853.61	\$ 1,338,853.61
VENTURE VIII CDO LIMITED	\$ 1,338,853.61	\$ 1,338,853.61
VINACASA CLO LTD	\$ 669,426.81	\$ 669,426.81
VISTA LEVERAGED INCOME FUND	\$ 595,046.05	\$ 595,046.05
VITESSE CLO LTD	\$ 398,029.73	\$ 398,029.73
WEST BEND MUTUAL INSURANCE COMPANY	\$ 111,648.65	\$ 111,648.65
WHITNEY CLO I LTD	\$ 373,398.88	\$ 373,398.88
WOODLANDS COMMERCIAL BANK	\$ 2,792,428.15	\$ 2,792,428.15
XELO VII LIMITED	\$ 668,817.74	\$ 668,817.74
XL RE EUROPE LIMITED	\$ 595,046.05	\$ 595,046.05
TOTAL:	\$ 500,000,000.00	\$ 500,000,000.00

Definition of "Material Adverse Effect" in Metavante Merger Agreement

"Material Adverse Effect" means, with respect to FNIS, Metavante Holdings or the Surviving Company, as the case may be, a material adverse effect on (A) the business, assets, properties, results of operations or condition (financial or otherwise) of such party and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (A), Material Adverse Effect shall not be deemed to include effects to the extent resulting from (1) changes, after the date hereof, in GAAP (or any interpretation thereof) generally applicable to companies engaged in the industries in which Metavante Holdings and FNIS operate, (2) changes, after the date hereof, in Laws of general applicability or interpretations or enforcement thereof by any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or applicable self-regulatory organization, (3) actions or omissions of FNIS or FNIS Merger Sub, on the one hand, or Metavante Holdings, on the other hand, taken with the prior written consent of the other or expressly required hereunder, including the impact thereof on relationships (contractual or otherwise) with customers, suppliers, vendors, lenders, employees, investors or venture partners, (4) changes, after the date hereof, in general economic or market conditions (including conditions of the securities and credit markets) generally affecting companies engaged in the industries in which Metavante Holdings and FNIS operate, except to the extent that such changes have a disproportionate adverse effect on such party relative to other participants in the same industries, (5) the execution or public disclosure of the Metavante Merger Agreement or the transactions contemplated thereby, including the directly attributable impact thereof on relationships (contractual or otherwise) with customers, suppliers, vendors, lenders, employees, investors or venture partners, (6) acts of war, armed hostilities or terrorism or any escalation or worsening thereof, except to the extent that such events have a disproportionate adverse effect on such party relative to other participants in the industries in which Metavante Holdings and FNIS operate, (7) changes in the price or trading volume of the stock of Metavante Holdings or FNIS, as applicable, in and of itself (provided that events, circumstances and conditions underlying any such change may nonetheless be considered in determining whether a Material Adverse Effect has occurred), or (8) any failure by Metavante Holdings or FNIS, as applicable, to meet any projections or forecasts for any period ending (or for which revenues or earnings are released) on or after the date hereof (provided that events, circumstances and conditions underlying any such failure may nonetheless be considered in determining whether a Material Adverse Effect has occurred), or (B) the ability of such party to timely consummate the transactions contemplated by the Metavante Merger Agreement.

AMENDMENT NO. 1 TO CREDIT AGREEMENT

AMENDMENT NO. 1 TO CREDIT AGREEMENT (this "**Amendment**") dated April 30, 2009 and effective as of the Amendment No. 1 Effective Date (as defined below), to the Credit Agreement dated as of November 1, 2007 (as in effect immediately prior to the effectiveness hereof, the "**Credit Agreement**") among Metavante Technologies, Inc. ("**Holdings**"), Metavante 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, Morgan Stanley Senior Funding Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent (the "**Administrative Agent**").

RECITALS:

1. The Borrower and Holdings have advised the Lenders that Holdings intends to undertake the FNIS Merger pursuant to which Holdings will merge with Cars Holdings, LLC ("**FNIS Merger Sub**"), a wholly owned Subsidiary of FNIS, with FNIS Merger Sub as the surviving entity (each capitalized term as defined herein).
 2. In connection with the FNIS Merger, the Borrower and FNIS desire to restructure the Loans under the Credit Agreement such that on the Amendment No. 1 Effective Date: (a) the Borrower borrows 100% of the unused Revolving Commitments on or prior to such date, (b) the FNIS Loan Purchaser purchases all of the Revolving Loans of each Consenting Lender on such date on the terms set forth herein if and only if such Consenting Lender commits to purchase accounts receivable from the FNIS Securitization Vehicle under the FNIS A/R Securitization Facility, (c) the FNIS Loan Purchaser purchases up to \$928,125,000 of the Term Loans of the Consenting Lenders on such date on the terms set forth herein in exchange for the following: (i) an aggregate principal amount of \$500,000,000 of the Term Loans held by the Consenting Lenders are exchanged for an identical principal amount of FNIS Term Loans, and (ii) the remaining balance of up to an aggregate principal amount of \$428,125,000 of the Term Loans held by the Consenting Lenders are purchased in cash at par by the FNIS Loan Purchaser, and (d) if, after giving effect to the purchases by the FNIS Loan Purchaser of the Term Loans and the Revolving Loans as described in clauses (b) and (c) above, an aggregate principal amount of Term Loans and Revolving Loans remain outstanding under the Credit Agreement, as amended by this Amendment, that would result in a "Default" under the FNIS Credit Agreement, the Borrower shall prepay the Loans on a pro rata basis for the
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relevant Facility in a minimum amount necessary to avoid such "Default" (but the Borrower shall not be prohibited from prepaying any greater amount in its discretion) (all such transactions, the "**Restructuring Transactions**").

3. In connection with the FNIS Merger, the Restructuring Transactions and related transactions, the Borrower wishes to have certain provisions of the Credit Agreement be waived and to have the Credit Agreement be amended in the manner described herein. The Lenders party hereto and the Administrative Agent are willing to agree to such waivers and amendments on and subject to the terms and conditions set forth herein.

4. The parties hereto therefore agree as follows:

Section 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall, on and after the Amendment No. 1 Effective Date, refer to the Credit Agreement as amended hereby.

Section 2. *Purchase of Revolving Loans by the FNIS Loan Purchaser.*

(a) On the Amendment No. 1 Effective Date, FNIS or one of its Subsidiaries (the "**FNIS Loan Purchaser**") shall purchase all of the Revolving Loans held by the Consenting Lenders pursuant to the FNIS Assignment Agreements (the "**FNIS Revolving Loan Purchases**") if and only if each such Consenting Lender shall have met the following condition (each such Consenting Lender meeting such condition, a "**Qualifying Revolving Lender**"): such Consenting Lender shall have committed to purchase accounts receivable from the FNIS Securitization Vehicle under the FNIS A/R Securitization Facility (the "**A/R Commitment**") in an amount equal to at least 75% of such Consenting Lender's Revolving Commitment in effect immediately prior to the Amendment No. 1 Effective Date; *provided* that if the aggregate A/R Commitments of all Qualifying Revolving Lenders under the FNIS A/R Securitization Facility exceed \$145,000,000, each Qualifying Revolving Lender shall be permitted to reduce its A/R Commitment by an amount equal to its Consenting Revolving Percentage of such excess amount. In connection with the foregoing FNIS Revolving Loan Purchases, each Qualifying Revolving Lender shall be paid in cash an amount equal to the difference between (x) the principal amount of the Revolving Loans sold by such Qualifying Revolving Lender to the FNIS Loan Purchaser and (y) the amount required to be funded by such Qualifying Revolving Lender under the FNIS A/R Securitization Facility on the Amendment No. 1 Effective Date.

(b) For purposes hereof, (i) “**Consenting Revolving Percentages**” means, as to any Qualifying Revolving Lender, the percentage which such Qualifying Revolving Lender’s Revolving Commitment in effect immediately prior to the Amendment No. 1 Effective Date constitutes of the aggregate Revolving Commitments of all Qualifying Revolving Lenders in effect immediately prior to the Amendment No. 1 Effective Date, (ii) “**FNIS Assignment Agreement**” means, with respect to any assignment to the FNIS Loan Purchaser pursuant to Section 2 or Section 3 of this Amendment, an Assignment Agreement substantially in the form of Annex G hereto, (iii) “**FNIS A/R Securitization Facility**” means the \$145,000,000 receivables securitization facility of the FNIS Securitization Vehicle dated as of the Amendment No. 1 Effective Date, as amended, the principal terms of which are set forth in the summary attached hereto as Annex F and (iv) “**FNIS Securitization Vehicle**” means a wholly-owned, direct or indirect subsidiary of FNIS that is the Securitization Vehicle for the FNIS Securitization Facility.

(c) With respect to all purchases by the FNIS Loan Purchaser of the Revolving Loans and cancellation of such Revolving Loans pursuant to this Section 2, such purchases and cancellation shall not, for the avoidance of doubt, constitute payments or prepayments of the Revolving Loans for any purposes under the Credit Agreement (including, without limitation, for purposes of Section 2.9, 2.10, 2.11, 2.17 or 10.7(a) of the Credit Agreement).

(d) No interest shall accrue from and after the Amendment No. 1 Effective Date on any Revolving Loans purchased by the FNIS Loan Purchaser, and concurrently with the FNIS Revolving Loan Purchases on the Amendment No. 1 Effective Date, such purchased Revolving Loans shall be deemed immediately cancelled for all purposes and no longer outstanding (and may not be resold, assigned or participated out by the FNIS Loan Purchaser) for all purposes of the Credit Agreement and all other Loan Documents (notwithstanding any provisions herein or therein to the contrary), including, but not limited to (i) the making of, or the application of, any payments to the Lenders under any Loan Document, (ii) the making of any request, demand, authorization, direction, notice, consent or waiver under any Loan Document, (iii) the providing of any rights to the Borrower as a Lender under any Loan Document, (iv) the calculation of financial covenants and (v) the determination of Required Lenders or Majority Revolving Facility Lenders, or for any similar or related purpose, under any Loan Document.

(e) Each Consenting Lender agrees that no assignment of its Revolving Commitment or Revolving Loans shall be made or become effective prior to the Amendment No. 1 Effective Date unless the permitted assignee (x) agrees in writing in the relevant Assignment and Assumption to be treated as a “Consenting Lender” for all purposes hereof with respect to the assigned interest,

including the definition of "Consenting Revolving Percentages" and (y) contemporaneously with the entry of such Assignment and Assumption, provides a commitment in respect of the FNIS A/R Securitization Facility in an amount equal to at least 75% of such assigned interest pursuant to a written commitment advice reasonably acceptable to the arranger of the FNIS A/R Securitization Facility.

Section 3. Purchase of Terms Loans by the FNIS Loan Purchaser.

(a) On the Amendment No. 1 Effective Date, the FNIS Loan Purchaser shall purchase up to an aggregate principal amount of \$928,125,000 of Term Loans held by the Consenting Lenders, on a pro rata basis according to their Consenting Term Percentages (the "**FNIS Term Loan Purchases**"), in exchange for the following: (i) the purchase of \$500,000,000 in aggregate principal amount of such Term Loans shall be made in the form of an identical principal amount of FNIS Term Loans pursuant to the terms of the Debt Exchange Agreement (such purchase and exchange transaction, the "**Debt Exchange**") and (ii) the purchase of the remaining \$428,125,000 in aggregate principal amount of such Term Loans shall be made in cash at par pursuant to the FNIS Assignment Agreements. Each Consenting Lender hereby agrees to the form of the payment of the Debt Exchange and to enter into the Debt Exchange Agreement on the Amendment No. 1 Effective Date, and agrees that no assignment of its Term Loans shall be made or become effective prior to the Amendment No. 1 Effective Date unless the permitted assignee agrees in writing in the relevant Assignment and Assumption to be treated as a "Consenting Lender" for all purposes hereof with respect to the assigned Term Loans, including the definition of "Consenting Term Percentages" and the agreement to accept the form of the payment of the Debt Exchange and to enter into the Debt Exchange Agreement on the Amendment No. 1 Effective Date. For purposes hereof, "**Consenting Term Percentages**" means, as to any Consenting Lender at any time, the percentage which the aggregate principal amount of such Consenting Lender's Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans of all Consenting Lenders then outstanding.

(b) With respect to all purchases by the FNIS Loan Purchaser of the Term Loans and cancellation of such Term Loans pursuant to this Section 3, such purchases and cancellation shall not, for the avoidance of doubt, constitute payments or prepayments of the Term Loans for any purposes under the Credit Agreement (including, without limitation, for purposes of Section 2.10, 2.11, 2.17 or 10.7(a) of the Credit Agreement).

(c) No interest shall accrue from and after the Amendment No. 1 Effective Date on any Term Loans purchased by the FNIS Loan Purchaser, and concurrently with the FNIS Term Loan Purchases on the Amendment No. 1

Effective Date, such purchased Term Loans shall be deemed immediately cancelled for all purposes and no longer outstanding (and may not be resold, assigned or participated out by the Borrower) for all purposes of the Credit Agreement and all other Loan Documents (notwithstanding any provisions herein or therein to the contrary), including, but not limited to (i) the making of, or the application of, any payments to the Lenders under any Loan Document, (ii) the making of any request, demand, authorization, direction, notice, consent or waiver under any Loan Document, (iii) the providing of any rights to the Borrower as a Lender under any Loan Document, (iv) the calculation of financial covenants and (v) the determination of Required Lenders or Majority Term Facility Lenders, or for any similar or related purpose, under any Loan Document.

(d) After giving effect to the cancellation of the Term Loans purchased by the FNIS Loan Purchaser described above, it is understood and agreed that the amount of the aggregate quarterly installment payments set forth in Section 2.3 of the Credit Agreement shall be reduced from \$4,375,000 to \$2,030,456.85 and (y) the reference to the aggregate final installment on the Term Facility Maturity Date set forth in Section 2.3 of the Credit Agreement shall be changed from \$1,636,250,000 to \$759,390,862.94.

Section 4. *Consent to the FNIS Merger and the Restructuring Transactions and Waiver of Certain Provisions.* The Lenders hereby consent to the FNIS Merger and the Restructuring Transactions (including the FNIS Revolving Loan Purchases and the FNIS Term Loan Purchases, in each case as set forth herein) notwithstanding anything to the contrary in the Credit Agreement and hereby waive the requirements of any provision of the Credit Agreement (including, without limitation, Sections 2.5, 2.9, 2.10, 7.4, 8(k), 8(l) and 10.6) that might otherwise result in a Default or Event of Default as a result of the FNIS Merger or the Restructuring Transactions.

Section 5. *Amendments of Section 1 (Defined Terms and Other Definitional Provisions) of the Credit Agreement.*

(a) Section 1.1 of the Credit Agreement is hereby amended by adding, in appropriate alphabetical order, the following defined terms:

“Amendment No. 1”: Amendment No. 1 to Credit Agreement dated April 30, 2009 and effective as of the Amendment No. 1 Effective Date.

“Amendment No. 1 Effective Date”: the date on which Amendment No. 1 becomes effective pursuant to Section 14 thereof.

“Approved Foreign Bank”: as specified in clause (k) of the definition of “Cash Equivalents”.

“Attributable Indebtedness”: on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

“Borrower Supplemental Agreement”: the Supplemental Agreement dated as of the Amendment No. 1 Effective Date among the Borrower, FNIS and the Administrative Agent, substantially in the form of Exhibit K.

“Brazilian Joint Venture”: that joint venture among Certegy LTDA, Banco Bradesco S.A. and Banco ABN AMRO Real S.A. and any future members.

“Capitalized Leases”: all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases on a balance sheet of the lessee.

“Cash Management Practices”: the cash, Cash Equivalent and short-term investment management practices of the Consolidated Companies as approved by the board of directors or chief financial officer of FNIS from time to time, including any Indebtedness of the Consolidated Companies having a maturity of 92 days or less representing borrowings from any financial institution with which the Consolidated Companies have a depository or other investment relationship in connection with such practices (or any Affiliate of such financial institution), which borrowings may be secured by the cash, Cash Equivalents and other short-term investments purchased by the relevant Consolidated Company with the proceeds of such borrowings.

“Cash on Hand”: on any day, the sum of the amount of cash, Cash Equivalents and other short-term investments of the Consolidated Companies as set forth on the balance sheet of the Consolidated Companies on the last day of each calendar month ending during the four fiscal quarters most recently ended on or prior to such day, divided by twelve (it being understood that such amount shall exclude in any event any cash and Cash Equivalents identified on such balance sheet as “restricted” or otherwise subject to a security interest in favor of any other Person (other than non-consensual Liens permitted under Section 7.1)).

“Casualty Event”: any event that gives rise to the receipt by FNIS or any Restricted Subsidiary of any insurance proceeds or condemnation

awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"Change of Control": the earliest to occur of:

(a) (i) a "person" or "group" (as such terms are used in Sections 13(d) and 14(d)(2) of the 1934 Act, but excluding any employee benefit plan of such person and its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), shall become the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the 1934 Act), directly or indirectly, of more than 35% of the then outstanding voting stock of FNIS, and (ii) during any period of twelve consecutive months, the board of directors of FNIS shall cease to consist of a majority of the Continuing Directors;

(b) (i) FNIS shall cease to own and control, directly or through one or more wholly-owned Subsidiaries, 100% of each class of outstanding Capital Stock of Holdings free and clear of all Liens (except Liens created by the FNIS Pledge Agreement), or (ii) 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); and

(c) any "Change of Control" (or any comparable term) in any document pertaining to any Permitted Subordinated Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount.

"Consenting Lender": each Lender that executes Amendment No. 1.

"Consolidated Companies": FNIS and its Consolidated Subsidiaries.

"Consolidated Interest Charges": as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, the amount payable with respect to such period in respect of (a) total interest expense payable in cash plus pay-in-kind interest in respect of Indebtedness (other than Specified Non-Recourse Indebtedness) of the type set forth in clause (a) of the definition thereof (including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses associated

with the consummation of the FNIS Credit Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining Swap Contracts, (iv) fees and expenses associated with any Investment permitted under Section 7.2, Equity Issuance or Debt Issuance (whether or not consummated) and (v) amortization of deferred financing costs), *minus* (b) interest income with respect to Cash on Hand of such Person and its Subsidiaries earned during such period, in each case as determined in accordance with GAAP.

“Consolidated Shareholders’ Equity”: as of any date of determination, the consolidated shareholders’ equity of FNIS and its Subsidiaries that would be reported as shareholders’ equity on a consolidated balance sheet of FNIS and its Subsidiaries prepared as of such date in accordance with GAAP.

“Consolidated Subsidiaries”: with respect to any Person at any time, all Subsidiaries of such Person that would be consolidated in the financial statements of such Person on such date prepared in accordance with GAAP, but excluding any such consolidated Subsidiary of such Person that would not be so consolidated but for the effect of FIN 46.

“Control”: as specified in the definition of “Affiliate.”

“Debt Exchange”: the exchange on the Amendment No. 1 Effective Date of an aggregate principal amount of \$500,000,000 of Term Loans held by the Consenting Lenders for an identical principal amount of FNIS Term Loans pursuant to the terms of the Debt Exchange Agreement.

“Debt Exchange Agreement”: the Debt Exchange and Joinder Agreement dated as of Amendment No. 1 Effective Date among the Borrower, Holdings, FNIS, the Consenting Lenders, the Administrative Agent and the FNIS Administrative Agent.

“Debt Issuance”: the issuance by any Person and its Subsidiaries of any Indebtedness for borrowed money.

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

“Disqualified Equity Interests”: any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which

it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Term Facility Maturity Date.

“ERISA Affiliate”: any trade or business (whether or not incorporated) under common control with FNIS within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event”: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by FNIS or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by FNIS or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums not yet due or premiums due but not yet delinquent under Section 4007 of ERISA, upon FNIS or any ERISA Affiliate.

“Equity Interests”: with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

“Equity Issuance”: any issuance for cash by any Person and its Subsidiaries to any other Person of (a) its Equity Interests, (b) any of its Equity Interests pursuant to the exercise of options or warrants, (c) any of its Equity Interests pursuant to the conversion of any debt securities to

equity or (d) any options or warrants relating to its Equity Interests. A Disposition shall not be deemed to be an Equity Issuance.

“Exchange Companies”: Investment Property Exchange Services, Inc. and any other Restricted Companies that are engaged in like-kind-exchange operations.

“FNIS”: Fidelity National Information Services, Inc., a Georgia corporation.

“FNIS Administrative Agent”: JPMCB, as administrative agent under the FNIS Credit Agreement.

“FNIS Credit Agreement”: the Credit Agreement dated as of January 18, 2007, as amended, among FNIS, the Designated Borrowers (as defined therein) from time to time party thereto, each lender party thereto, JPMCB, as administrative agent, swing line lender and L/C issuer, and Bank of America, N.A., as swing line lender.

“FNIS Credit Transaction”: collectively, (a) the execution, delivery and performance by the FNIS Loan Parties of the FNIS Credit Agreement, (b) the funding of the FNIS Term Loans and (c) the payment of the fees and expenses incurred in connection with any of the foregoing.

“FNIS Loan Documents”: “Loan Documents” as defined in the FNIS Credit Agreement.

“FNIS Loan Parties”: the collective reference to FNIS and each FNIS Subsidiary Guarantor.

“FNIS Loan Party Guaranty”: the Guaranty Agreement to be executed and delivered by each FNIS Loan Party, substantially in the form of Exhibit I.

“FNIS Merger”: the merger between Holdings and FNIS Merger Sub, with FNIS Merger Sub as the surviving entity, all pursuant to the FNIS Merger Agreement.

“FNIS Merger Agreement”: Agreement and Plan of Merger dated as of March 31, 2009 among FNIS, Holdings and FNIS Merger Sub.

“FNIS Merger Sub”: Cars Holdings, LLC, a Delaware limited liability company.

"FNIS Pledge Agreement": the Pledge Agreement dated as of September 12, 2007, as amended, among FNIS and the other grantors party thereto and JPMCB, as collateral agent.

"FNIS Subsidiary Guarantor": as defined in Section 6.12(a).

"FNIS Term Loans": "Term Loans" as defined in the FNIS Credit Agreement.

"Guarantee": as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided* that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Amendment No. 1 Effective Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Interest Coverage Ratio": as of the end of any fiscal quarter of FNIS for the four fiscal quarter period ending on such date, the ratio of (a) Consolidated EBITDA of FNIS and its Subsidiaries for such period to (b) Consolidated Interest Charges of FNIS and its Consolidated Subsidiaries for such period.

"JPMCB": JPMorgan Chase Bank, N.A. and its successors.

"Laws": collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Leasing Companies": FNF Capital Leasing, Inc. and its Subsidiaries.

"Leverage Ratio": as of the end of any fiscal quarter of FNIS for the four fiscal quarter period ending on such date, the ratio of (a) Total Indebtedness on the last day of such period to (b) Consolidated EBITDA of the Consolidated Companies for such period; *provided* that the amount of Total Indebtedness determined pursuant to clause (a) above at any date shall be reduced (i) by the amount of any outstanding "Swing Line Loans" or "Revolving Credit Loans" (each, as defined in the FNIS Credit Agreement) drawn for the purpose of credit card settlements so long as (x) such Swing Line Loans and Revolving Credit Loans are repaid within three Business Days after the applicable date regarding which the Leverage Ratio is calculated and (y) the Borrower or FNIS certifies as to the amount of such Swing Line Loans and Revolving Credit Loans and such repayment in the applicable Compliance Certificate and (ii) in the case of any such Indebtedness of a Majority-Owned Subsidiary, by an amount directly proportional to the amount (if any) by which Consolidated EBITDA determined pursuant to clause (b) above for such date was reduced (including through the calculation of Consolidated Net Income) by the elimination of a minority interest in such Majority-Owned Subsidiary owned by a Person other than a Consolidated Company.

"Majority-Owned Subsidiary": a Consolidated Subsidiary that is not wholly-owned (directly or indirectly) by FNIS.

“Material Companies”: FNIS and all Restricted Subsidiaries (other than Immaterial Subsidiaries).

“Moody’s”: Moody’s Investors Service, Inc. and any successor thereto.

“Non-Consenting Lender”: each Lender that is not a Consenting Lender.

“Outstanding Amount”: (a) with respect to the Term Loans and the FNIS Term Loans, Revolving Loans, “Revolving Credit Loans” and “Swing Line Loans” (each term in this definition with quotation marks around it, as defined in the FNIS Credit Agreement) on any date, the principal amount thereof (or, in the case of the “Revolving Credit Loans”, the “Dollar Equivalent” amount thereof) after giving effect to any borrowings and prepayments or repayments of Term Loans, FNIS Term Loans, Revolving Loans, “Revolving Credit Loans” (including any refinancing of outstanding unpaid drawings under “Letters of Credit” or “L/C Borrowings” as a “Revolving Credit Borrowing”) and “Swing Line Loans”, as the case may be, occurring on such date; and (b) with respect to any “L/C Obligations” on any date, the “Dollar Equivalent” amount of the aggregate outstanding amount thereof on such date after giving effect to any “L/C Credit Extension” occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any “Letters of Credit” (including any refinancing of outstanding unpaid drawings under “Letters of Credit” or “L/C Credit Extensions” as a “Revolving Credit Borrowing”) or any reductions in the maximum amount available for drawing under “Letters of Credit” taking effect on such date.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by FNIS or any ERISA Affiliate or to which FNIS or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

“Permitted Acquisition”: as defined in Section 7.2(h).

“Permitted Refinancing”: with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or

accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder or as otherwise permitted pursuant to Section 7.3, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole, (d) the terms and conditions (including, if applicable, as to collateral) of any such modified, refinanced, refunded, renewed or extended Indebtedness are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, taken as a whole, (e) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor (or another of the Restricted Companies, at the election of FNIS, provided that if the obligor is a Loan Party, such other Restricted Company must also be a Loan Party) on the Indebtedness being modified, refinanced, refunded, renewed or extended, and such new or additional obligors as are or become Loan Parties in accordance with Section 6.12 and with respect to subordinated Indebtedness the obligations of such obligors shall be subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in documentation governing the Indebtedness, taken as a whole and (f) at the time thereof, no Event of Default shall have occurred and be continuing.

"Permitted Subordinated Indebtedness": any unsecured Indebtedness that (a) is expressly subordinated to the prior payment in full in cash of the Obligations on terms not materially less favorable to the Lenders, taken as a whole, than the terms set forth on Exhibit J hereto or on such other terms as shall be reasonably acceptable to the Administrative Agent, (b) is not scheduled to mature prior to the date that is 91 days after the Term Facility Maturity Date, (c) has no scheduled

amortization or payments of principal prior to the Term Facility Maturity Date, and (d) in the case of such Indebtedness (or series of related Indebtedness) in excess of the Threshold Amount, has mandatory prepayment, repurchase or redemption provisions no more onerous or expansive in scope, taken as a whole, than those contained in this Agreement for the Term Loans or are otherwise reasonably acceptable to the Administrative Agent.

“Pro Forma Basis”, “Pro Forma Compliance” and “Pro Forma Effect”: for purposes of calculating compliance with the Leverage Ratio or each of the financial covenants set forth in Section 7.10 in respect of a Specified Transaction, that such Specified Transaction and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, in the case of a Permitted Acquisition or Investment described in the definition of “Specified Transaction”, shall be included, (b) any retirement of Indebtedness, and (c) any Indebtedness incurred or assumed by any Restricted Company in connection with such Specified Transaction, and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; *provided* that the foregoing pro forma adjustments may be applied to the Leverage Ratio and the financial covenants set forth in Section 7.10 to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and may take into account cost savings for which the necessary steps have been implemented or are reasonably expected to be implemented within twelve months after the closing of the applicable Permitted Acquisition.

“Restricted Companies”: FNIS and its Restricted Subsidiaries (including Holdings and the Borrower), and “Restricted Company” means any of the foregoing.

“S&P”: Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

“Securitization Assets”: any accounts receivable, royalty or revenue streams, other financial assets, proceeds and books, records and other related assets incidental to the foregoing subject to a Securitization Financing.

“Securitization Financing”: as defined in Section 7.3(v).

“Securitization Vehicle”: one or more special purpose vehicles that are, directly or indirectly, wholly-owned Subsidiaries of FNIS and are Persons organized for the limited purpose of entering into a Securitization Financing by purchasing, or receiving by way of capital contributions, sale or other transfer, assets from FNIS and its Subsidiaries and obtaining financing for such assets from third parties, and whose structure is designed to insulate such vehicle from the credit risk of FNIS.

“Specified Debt”: as defined in the last paragraph of Section 7.3.

“Specified Debt Test”: as defined in the last paragraph of Section 7.3.

“Specified Non-Recourse Indebtedness”: as defined in Section 7.3(f).

“Specified Responsible Officer”: the chief executive officer, president, chief operating officer, chief financial officer, treasurer, comptroller or general counsel of FNIS.

“Specified Transaction”: any Investment or incurrence of Indebtedness in respect of which compliance with the financial covenants set forth in Section 7.10 is by the terms of this Agreement required to be calculated on a Pro Forma Basis.

“Swap Contract”: (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward contracts, futures contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase agreements, reverse repurchase agreements, sell buy backs and buy sell back agreements, and securities lending and borrowing agreements or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement or related schedules, including any such obligations or liabilities arising therefrom.

“Swap Termination Value”: in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Threshold Amount”: \$150,000,000.

“Total Assets”: at any time with respect to any Person, the total assets appearing on the most recently prepared consolidated balance sheet of such Person as of the end of the most recent fiscal quarter of such Person for which such balance sheet is available, prepared in accordance with GAAP.

“Total Consolidated Assets”: at any time, the total assets appearing on the most recently prepared consolidated balance sheet of FNIS and its Consolidated Subsidiaries as of the end of the most recent fiscal quarter of FNIS and its Consolidated Subsidiaries for which such balance sheet is available, prepared in accordance with GAAP.

“Total Indebtedness”: without duplication, (a) the aggregate Outstanding Amount of all Loans and all “Loans” (as defined in the FNIS Credit Agreement), the aggregate undrawn amount of all outstanding trade “Letters of Credit” and all “Unreimbursed Amounts” (each, as defined in the FNIS Credit Agreement) and (b) all other Indebtedness of the Consolidated Companies of the type referred to in clauses (a), (b) (but solely in respect of letters of credit and bankers’ acceptances, and solely to the extent drawn and not yet reimbursed), (d), (e), (f) and (h) of the definition thereof and all Guarantees of FNIS and its Subsidiaries in respect of such Indebtedness of any other Person, in each case other than Specified Non-Recourse Indebtedness.

“Uniform Commercial Code”: the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Vault Cash Operations": the vault cash or other arrangements pursuant to which various financial institutions fund the cash requirements of automated teller machines and cash access facilities operated by the Consolidated Companies at customer locations.

"Weighted Average Life to Maturity": when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

(b) Section 1.1 of the Credit Agreement is hereby amended by deleting in their entirety the following defined terms: "Acquired EBITDA", "Acquired Entity or Business", "Additional Lender", "Adjustment Date", "Applicable Amount", "Applicable Pricing Grid", "Capital Lease Obligations", "Consolidated Leverage Ratio", "Consolidated Total Net Debt", "Existing Term Loans", "Guarantee Obligation", "Incremental Extensions of Credit", "Incremental Facility Amendment", "Incremental Facility Closing Date", "Incremental Margin", "Material Subsidiary", "Not Otherwise Applied", "Permitted Disposition", "Permitted Refinancing Indebtedness", "Reference Date", "Refinance", "Sold Entity or Business", "Subordinated Indebtedness", "Subsidiary Redesignation", "Total Tangible Assets" and "Wholly Owned Subsidiary Guarantor".

(c) The definitions of the following terms set forth in Section 1.1 of the Credit Agreement are hereby amended to read in full as follows:

"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, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Eurodollar Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%. 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.

"Affiliate": with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Applicable Margin”: for each Type of Loans, the rate per annum set forth under the relevant column heading below:

	<u>ABR Loans</u>	<u>Eurodollar Loans</u>
Term Loans	2.25%	3.25%
Revolving Loans	0.625%	1.625%

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by Section 7.5 (other than clause (f) thereof)) 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).

“Capital Expenditures”: without duplication, any expenditure for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of FNIS and its Subsidiaries prepared in accordance with GAAP.

“Cash Equivalents”: any of the following types of Investments, to the extent owned by FNIS or any of its Restricted Subsidiaries:

- (a) operating deposit accounts maintained by the Restricted Companies;
- (b) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Administrative Agent;
- (c) securities issued by any state of the United States or any political subdivision of any such state or any public

instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Administrative Agent and, at the time of acquisition, having a rating of at least "A-2" or "P-2" (or long-term ratings of at least "A3" or "A-") from either S&P or Moody's, or, with respect to municipal bonds, a rating of at least MIG 2 or VMIG 2 from Moody's (or the equivalent thereof);

(d) commercial paper issued by any Lender that is a commercial bank or any bank holding company owning any Lender;

(e) commercial paper maturing not more than 12 months after the date of creation thereof or other durations approved by the Administrative Agent and, at the time of acquisition, having a rating of at least A-1 or P-1 from either S&P or Moody's and commercial paper maturing not more than 90 days after the creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either S&P or Moody's;

(f) domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than one year after the date of acquisition thereof or other durations approved by the Administrative Agent which are either issued by any Lender or any other banks having combined capital and surplus of not less than \$100,000,000 (or in the case of foreign banks, the dollar equivalent thereof) or are insured by the Federal Deposit Insurance Corporation for the full amount thereof;

(g) repurchase agreements with a term of not more than 30 days for, and secured by, underlying securities of the type without regard to maturity described in clauses (b), (c) and (f) above entered into with any bank meeting the qualifications specified in clause (f) above or securities dealers of recognized national standing;

(h) shares of investment companies that are registered under the Investment Company Act of 1940 and invest solely in one or more of the types with regard to maturity of securities described in clauses (b) through (g) above;

(i) asset-backed securities and corporate securities that are eligible for inclusion in money market funds;

(j) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody's; *provided* that the aggregate amount of Investments by any Person in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody's shall not exceed 10% of the aggregate amount of Investments in fixed maturity securities by such Person; and

(k) solely with respect to any Foreign Subsidiary, non-Dollar denominated 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.

"Commitment Fee Rate": 0.50%.

"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 FNIS and its 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 FNIS and its Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt of FNIS and its Restricted Subsidiaries and (b) without duplication of clause (a) above, all Indebtedness consisting of Revolving Loans, Swingline Loans, "Revolving Credit Loans" or "Swing Line Loans" (each term in this definition with quotation marks around it,

as defined in the FNIS Credit Agreement) to the extent otherwise included therein.

“Consolidated EBITDA”: as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, the sum of (a) Consolidated Net Income, *plus* (b) an amount which, in the determination of Consolidated Net Income for such period, has been deducted for, without duplication,

(i) total interest expense,

(ii) income, franchise and similar taxes,

(iii) depreciation and amortization expense (including amortization of intangibles, goodwill and organization costs),

(iv) letter of credit fees,

(v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of stock and stock options to employees of FNIS or any of its Subsidiaries pursuant to a written plan or agreement or the treatment of such options under variable plan accounting,

(vi) all extraordinary charges,

(vii) non-cash amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including the Loans) of such Person and its Subsidiaries,

(viii) cash expenses incurred in connection with the FNIS Merger or, to the extent permitted hereunder, any Investment permitted under Section 7.2 (including any Permitted Acquisition), Equity Issuance or Debt Issuance (in each case, whether or not consummated),

(ix) any losses realized upon the Disposition of property or assets outside of the ordinary course of business,

(x) to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition,

(xi) to the extent covered by insurance, expenses with respect to liability or casualty events or business interruption,

(xii) [intentionally omitted],

(xiii) any non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the FNIS Merger or any Investment permitted under Section 7.2 (including any Permitted Acquisition),

(xiv) non-cash losses from Joint Ventures and non-cash minority interest reductions,

(xv) fees and expenses in connection with exchanges or refinancings permitted by Section 7.11,

(xvi) (A) non-cash, non-recurring charges with respect to employee severance, (B) other non-cash, non-recurring charges so long as such charges described in this clause (B) do not result in a cash charge in a future period (except as permitted under clause (xvi)(C)) and (C) non-recurring charges other than those referred to in clauses (A) and (B) so long as such charges described in this clause (C) do not exceed \$30,000,000 during any fiscal year, and

(xvii) other expenses and charges of such Person and its Subsidiaries reducing Consolidated Net Income which do not represent a cash item in such period or any future period; *minus*

(c) an amount which, in the determination of Consolidated Net Income, has been included for

(i) (A) non-cash gains (other than with respect to cash actually received) and (B) all extraordinary gains, and

(ii) any gains realized upon the Disposition of property outside of the ordinary course of business, *plus/minus*

(d) unrealized losses/gains in respect of Swap Contracts,

all as determined in accordance with GAAP.

"Consolidated Net Income": as of any date for the applicable period ending on such date with respect to any Person and its Subsidiaries on a consolidated basis, net income (excluding, without duplication, (i)

extraordinary items and (ii) any amounts attributable to Investments in any Joint Venture to the extent that (A) such amounts were not earned by such Joint Venture during the applicable period, (B) there exists any legal or contractual encumbrance or restriction on the ability of such Joint Venture to pay dividends or make any other distributions in cash on the Equity Interests of such Joint Venture held by such Person and its Subsidiaries, but only to the extent so encumbered or restricted or (C) such Person does not have the right to receive or the ability to cause to be distributed its pro rata share of all earnings of such Joint Venture) as determined in accordance with GAAP; provided that Consolidated Net Income for any such period shall not include (w) the cumulative effect of a change in accounting principles during such period, (x) any net after-tax income or loss (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, (y) any non-cash charges resulting from mark-to-market accounting relating to Equity Interests and (z) any non-cash impairment charges resulting from the application of Statement of Financial Accounting Standards No. 142 — Goodwill and Other Intangibles and No. 144 — Accounting for the Impairment or Disposal of Long-Lived Assets and the amortization of intangibles including arising pursuant to Statement of Financial Accounting Standards No. 141 — Business Combinations.

“Continuing Directors”: the directors of FNIS on the Amendment No. 1 Effective Date, and each other director, if, in each case, such other directors’ nomination for election to the board of directors of FNIS is recommended by a majority of the then Continuing Directors.

“Disposition” or “Dispose”: the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any sale of Equity Interests, but excluding any issuance by such Person of its own Equity Interests), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“Excess Cash Flow”: for any fiscal year, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income of FNIS 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 of FNIS for such fiscal year, (iv) the aggregate net amount of non-cash loss on the Disposition of property by FNIS and its 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

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 FNIS and its 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 FNIS and its Restricted Subsidiaries in cash during such fiscal year in respect of Permitted Acquisitions permitted under Section 7.2 to the extent such Permitted Acquisition is not financed, or intended to be financed, using the proceeds of the incurrence of long-term Indebtedness, (iv) Capital Expenditures and Permitted Acquisitions that FNIS 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 FNIS), but that are not made during such Period, provided that the Borrower or FNIS shall deliver a certificate to the Administrative Agent in connection with the delivery of the Compliance Certificate for the last fiscal quarter of such fiscal year, signed by the chief financial officer or treasurer of the Borrower or FNIS and certifying that such Capital Expenditures or Permitted 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, Swingline Loans, "Revolving Credit Loans" and "Swing Line Loans" during such fiscal year to the extent accompanying permanent optional reductions of the Revolving Commitments or the "Revolving Credit Commitments" (each term in this definition with quotation marks around it, as defined in the FNIS Credit Agreement) and all optional prepayments of the Term Loans, Incremental Term Loans and FNIS Term Loans during such fiscal year, (vi) the aggregate amount of all regularly scheduled principal payments of Funded Debt (including the Term Loans and the FNIS Term Loans) of FNIS and its 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 of FNIS for such fiscal year, and (viii) the aggregate net amount of non-cash gain on the Disposition of property by FNIS and its 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.

"Excluded Foreign Subsidiary: any Foreign Subsidiary of Holdings 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.

“Foreign Subsidiary”: any direct or indirect Subsidiary of FNIS which 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 FNIS and the Borrower, Indebtedness in respect of the FNIS Term Loans and the Loans, respectively.

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

“Guarantors”: the collective reference to Holdings, each Subsidiary Guarantor and each FNIS Loan Party.

“Holdings”: (a) prior to the effectiveness of the FNIS Merger, Metavante Technologies, Inc. and (b) from and after the effectiveness of the FNIS Merger, FNIS Merger Sub.

“Immaterial Subsidiaries”: as of any date of determination, those Restricted Subsidiaries that, individually or collectively, for the four fiscal quarter period ended most recently prior to such date of determination did not generate more than 10% of the Consolidated EBITDA of the Restricted Companies. Neither the Borrower nor Holdings shall be deemed to be an Immaterial Subsidiary.

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

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements;
- (b) the maximum available amount of all letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;
- (c) net obligations of such Person under Swap Contracts (with the amount of such net obligations being deemed to be the aggregate Swap Termination Value thereof as of such date);
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet of such Person, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet of such Person, to the extent (A) such Person is indemnified for the payment thereof by a solvent Person reasonably acceptable to the Administrative Agent or (B) amounts to be applied to the payment therefore are in escrow);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness;
- (g) all obligations of such Person in respect of Disqualified Equity Interests;
- (h) indebtedness or similar financing obligations of such Person under any Securitization Financing; and

(i) all Guarantees of such Person in respect of any of the foregoing paragraphs.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

“Investment”: as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of “Indebtedness” set forth in this Section 1.1 in respect of such Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For all purposes of this Agreement, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“Joint Venture”: (a) any Person which would constitute an “equity method investee” of FNIS or any of its Subsidiaries, (b) any other Person designated by FNIS in writing to the Administrative Agent (which designation shall be irrevocable) as a “Joint Venture” for purposes of this Agreement and at least 50% but less than 100% of whose Equity Interests are directly owned by FNIS or any of its Subsidiaries, and (c) any Person in whom FNIS or any of its Subsidiaries beneficially owns any Equity Interest that is not a Subsidiary.

“L/C Commitment”: \$0.

“Lien”: any mortgage, pledge, hypothecation, assignment for security, deposit arrangement for security, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or

preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing but excluding operating leases).

“Loan Documents”: this Agreement, the Security Documents, the Notes, the Borrower Supplemental Agreement, the FNIS Loan Party Guaranty and any amendment, waiver, supplement or other modification to any of the foregoing.

“Loan Parties”: the collective reference to each Group Member that is a party to a Loan Document and each FNIS Loan Party.

“Material Adverse Effect”: (a) a material adverse effect on the business, assets, liabilities, results of operations, or financial position of FNIS and its Subsidiaries, taken as a whole, (b) a material and adverse effect on the ability of any Loan Party to perform its obligations under the Loan Documents or (c) a material and adverse effect on the rights and remedies of the Lenders under the Loan Documents.

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

“Net Cash Proceeds”:

(a) with respect to the Disposition of any asset by any Restricted Company or any Casualty Event, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of such Restricted Company) over (ii) the sum of (A) the principal amount of any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and that is repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents), (B) the out-of-pocket expenses (including attorneys’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage

recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by such Restricted Company in connection with such Disposition or Casualty Event, (C) taxes paid or reasonably estimated to be payable by such Restricted Company or any of the direct or indirect members thereof and attributable to such Disposition (including, in respect of any proceeds received in connection with a Disposition or Casualty Event of any asset of any Foreign Subsidiary, deductions in respect of withholding taxes that are or would be payable in cash if such funds were repatriated to the United States), and (D) any reserve for adjustment in respect of (1) the sale price of such asset or assets established in accordance with GAAP and (2) any liabilities associated with such asset or assets and retained by such Restricted Company after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction and it being understood that "Net Cash Proceeds" shall include any cash or Cash Equivalents (I) received upon the Disposition of any non-cash consideration received by such Restricted Company in any such Disposition and (II) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (D) of the preceding sentence or, if such liabilities have not been satisfied in cash and such reserve not reversed within 365 days after such Disposition or Casualty Event, the amount of such reserve; *provided* that (x) no proceeds realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such proceeds shall exceed \$5,000,000 and (y) no proceeds shall constitute Net Cash Proceeds under this clause (a) in any fiscal year until the aggregate amount of all such proceeds in such fiscal year shall exceed \$25,000,000 (and thereafter only proceeds in excess of such amount shall constitute Net Cash Proceeds under this clause (a)); and

(b) with respect to the incurrence or issuance of any Indebtedness by any Restricted Company, the excess, if any, of (i) the sum of the cash received in connection with such sale over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by such Restricted Company (or, in the case of taxes, any member thereof) in connection with such incurrence or issuance and, in the case of Indebtedness of any Foreign Subsidiary, deductions in respect of withholding taxes that are or would otherwise be payable in cash if such funds were repatriated to the United States.

"Plan": any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) maintained or sponsored by FNIS or,

with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

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 loans pursuant to 2.06(b) of the FNIS Credit Agreement or 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 of the Borrower or FNIS 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.

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

Responsible Officer: with respect to any Loan Party, the chief executive officer, president, any vice president, chief financial officer, treasurer or assistant treasurer or other similar officer of such Loan Party (or any other person duly authorized by a Loan Party to act with respect to the Loan Documents on behalf of such Loan Party) and, as to any document delivered on the Amendment No. 1 Effective Date, secretary or assistant secretary. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

Restricted Payment: any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Restricted Company, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to FNIS's stockholders, partners or members (or the equivalent Persons thereof).

"Subsidiary": as to any Person, a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of FNIS.

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

"Swingline Commitment": \$0.

"Unrestricted Subsidiary": (a) each Subsidiary of FNIS listed on Schedule 1.1C and (b) any Subsidiary of FNIS designated by the board of directors of FNIS as an Unrestricted Subsidiary pursuant to Section 6.13 subsequent to the Amendment No. 1 Effective Date (and continuing until such time that such designation may be thereafter revoked by FNIS).

(d) Section 1.2(b) of the Credit Agreement is hereby amended by deleting clause (i) therefrom and renumbering the following clauses appropriately.

(e) Section 1.2 of the Credit Agreement is hereby amended by adding the following new Sections 1.2(e), (f), (g), (h) and (i) at the end thereof:

(e) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations pursuant to Section 7.10) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect from time to time, applied on a basis consistent (except for changes concurred in by FNIS's independent public accountants) with the most recent audited consolidated financial statements of FNIS and its Subsidiaries delivered to the Lenders pursuant to Section 6.1 or, prior to such delivery, the historical financial statements for the fiscal year ended December 31, 2008.

(f) If at any time any change in GAAP would affect the computation of any financial ratio set forth in any Loan Document, and either FNIS or the Borrower or the Required Lenders shall so request, the

Administrative Agent and the Borrower (with the required approval of FNIS) shall negotiate in good faith to amend such ratio to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower or FNIS shall provide to the Administrative Agent and the Lenders a written reconciliation in form reasonably satisfactory to the Administrative Agent, between calculations of such ratio made before and after giving effect to such change in GAAP.

(g) Notwithstanding anything to the contrary contained herein, financial ratios and other financial calculations pursuant to this Agreement shall, following any Specified Transaction, be calculated on a Pro Forma Basis until the completion of four full fiscal quarters following such Specified Transaction.

(h) Any financial ratios required to be maintained by the Consolidated Companies pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

(i) Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable). When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, with respect to any payment of interest on or principal of Eurodollar Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

Section 6. Amendments to Schedules and Exhibits.

(a) *Deletion of Certain Schedules.* Schedule 4.15 (Subsidiaries), Schedule 7.2(c) (Existing Indebtedness), Schedule 7.3(c) (Existing Liens) and Schedule 7.8(e) (Existing Investments) are hereby deleted from the Credit Agreement.

(b) *Addition of Certain Schedules.* The following new Schedules are hereby added to the Credit Agreement, each to read in its entirety as set forth in the corresponding Schedule to the Borrower Supplemental Agreement: Schedule 1.1(C) (Unrestricted Subsidiaries); Schedule 4.15 (Subsidiaries); Schedule 7.1 (Existing Liens); Schedule 7.2 (Existing Investments); Schedule 7.3 (Existing Indebtedness); Schedule 7.8 (Existing Affiliate Transactions); and Schedule 7.9 (Existing Burdensome Agreements).

(c) *Deletion of Exhibit.* Exhibit B (Compliance Certificate) is hereby deleted from the Credit Agreement.

(d) *Addition of Certain Exhibits.* The following new Exhibits are hereby added to the Credit Agreement, each in the form attached hereto: Exhibit B (Compliance Certificate); Exhibit I (FNIS Loan Party Guaranty); Exhibit J (Subordination Terms); and Exhibit K (Borrower Supplemental Agreement).

Section 7. Amendments to Terms of Commitments.

(a) *Termination of the Revolving Loans.* Section 2.4 of the Credit Agreement is hereby amended by adding the following sentence at the end thereof:

“Any amount repaid or prepaid on the Revolving Loans on and after the Amendment No. 1 Effective Date may not be reborrowed.”

(b) *Mandatory Prepayments.* Section 2.11 of the Credit Agreement is hereby amended by:

- (i) changing the reference therein to “Section 7.2” to read instead “Section 7.3”,
- (ii) adding the words “Subject to Section 2.11(e),” at the beginning of sub-sections (a), (b) and (c) of Section 2.11,
- (iii) renaming sub-section (e) of Section 2.11 as sub-section “(f)”, and
- (iv) adding the following new sub-section (e):

“(e) Notwithstanding anything to the contrary in this Section 2.11, no prepayments of Term Loans shall be required pursuant to Section 2.11(a), (b) or (c) so long as any term loans are outstanding under the FNIS Credit Agreement (or any Permitted Refinancing thereof); provided that, if at the time all term loans outstanding

under the FNIS Credit Agreement (or any Permitted Refinancing thereof) are paid in full, (1) the Borrower is obligated to prepay the Term Loans pursuant to Section 2.11(b) or (c) (to the extent that the term loans outstanding under the FNIS Credit Agreement (or any Permitted Refinancing thereof) were not prepaid as a result of the events contemplated by such Section) and (2) the event triggering such prepayment obligation occurred at a time when term loans were outstanding under the FNIS Credit Agreement (or any Permitted Refinancing thereof), the Borrower shall have thirty (30) days following the date on which all such term loans are paid in full to prepay the Term Loans in accordance with this Section 2.11.”

(c) *Incremental Extension of Credit.* Section 2.23 of the Credit Agreement is hereby deleted in its entirety.

Section 8. *Amendments to Affirmative Covenants.* Section 6 of the Credit Agreement is hereby amended in its entirety as set forth on Annex A attached hereto.

Section 9. *Amendments to Negative Covenants.* Section 7 of the Credit Agreement is hereby amended in its entirety as set forth on Annex B attached hereto.

Section 10. *Amendments to Events of Default.* (a) Paragraphs (a) through (l) of Section 8 of the Credit Agreement are hereby amended in their entirety as set forth on Annex C attached hereto.

(b) Section 8 of the Credit Agreement is hereby further amended by (i) deleting the phrase “clause (i) or (ii) of” immediately following the phrase “an Event of Default specified in” from the penultimate paragraph thereof and (ii) deleting the last full paragraph thereof in its entirety.

Section 11. *Amendments to Section 10 (Miscellaneous).* (a) Section 10.1 of the Credit Agreement is hereby amended to change each reference therein to “Section 7.1” to read instead “Section 7.10”.

(b) Section 10.2 of the Credit Agreement is hereby amended to add to the notice address for each of Holdings and the Borrower a required copy addressed as follows:

Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Attention: Ronald D. Cook, General Counsel
Telecopy: (904) 357-1005
Telephone: (904) 854-3453

Section 12. *Amendments to the Guarantee and Collateral Agreement.*

(a) The definition of "Guarantors" contained in Section 1.1(b) of the Guaranty and Collateral Agreement shall be amended to read in full as follows:

"Guarantors": the collective reference to (a) each Grantor other than the Borrower and (b) each FNIS Loan Party."

(b) Section 2.2 of the Guarantee and Collateral Agreement shall be amended to read in full as follows:

"2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder or under the FNIS Loan Party Guaranty, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder or thereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3 hereof and Section 4 of the FNIS Loan Party Guaranty. 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."

(c) Section 2.3 of the Guarantee and Collateral Agreement shall be amended to read in full as follows:

"2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or under the FNIS Loan Party Guaranty 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 or under the FNIS Loan Party Guaranty, 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 or as set forth in Section 10 of the FNIS Loan Party Guaranty (as applicable).”

(d) Section 4.7(b) of the Guarantee and Collateral Agreement shall be amended by replacing the words “Section 7.3 of the Credit Agreement” contained in the third line thereof with the words “Section 7.1 of the Credit Agreement”.

(e) Section 4.8(b) of the Guarantee and Collateral Agreement shall be amended by replacing the words “Section 7.3(a), (b), (c), (g), (h), (r) or (t) of the Credit Agreement” contained in the seventh and eighth lines thereof with the words “Section 7.1 of the Credit Agreement”.

(f) Section 5.1 of the Guarantee and Collateral Agreement shall be amended by adding the following words at the end thereof:

“(it being understood and agreed that any such Instrument, Certificated Security or Chattel Paper acquired or received by a Grantor after the Amendment No. 1 Effective Date shall be deemed to have been promptly delivered if delivered to the Administrative Agent within 15 days following the month of such acquisition or receipt)”

(g) Section 5.5 of the Guarantee and Collateral Agreement shall be amended to read in full as follows:

“5.5 Changes in Locations, Name, etc. If any Grantor (i) changes 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) changes its legal name or corporate structure, the Borrower or such Grantor will provide a written notice thereof to the Administrative Agent no later than the fifteenth day immediately following the calendar month in which such change occurred and shall take all action reasonably required by the Administrative Agent for the purpose of perfecting or protecting the security interest granted by this Agreement.”

(h) Section 5.7 of the Guarantee and Collateral Agreement shall be amended by replacing the word “forthwith” contained in the eighth line thereof with the words “within 15 days following the month of receipt”.

(i) Section 5.10 of the Guarantee and Collateral Agreement shall be amended to read in full as follows:

“5.10 Commercial Tort Claims. Each Grantor shall give prompt notice to the Administrative Agent of any Commercial Tort Claim individually in excess of \$1,000,000 that may arise in the future (which notice shall be given on or prior to the delivery of the Compliance Certificate delivered pursuant to Section 6.2(b) of the Credit Agreement for any calendar quarter in which the general counsel of FNIS shall have reasonably concluded that such Commercial Tort Claim meeting this requirement has been filed in pending litigation by the relevant Grantor) and will promptly execute or otherwise authenticate a supplement to this Agreement, and otherwise take all necessary action, to subject such Commercial Tort Claim to the security interest created under this Agreement. 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.”

(j) Section 8.14 of the Guarantee and Collateral Agreement shall be amended by replacing the words “Section 6.10 of the Credit Agreement” contained in the second line thereof with the words “Section 6.11 of the Credit Agreement”.

(k) Schedule 1 of the Guarantee and Collateral Agreement shall be amended by replacing the notice address contained therein with the following:

“c/o Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: Ronald D. Cook, General Counsel”.

Section 13. *Representations and Warranties*. Holdings and the Borrower, hereby jointly and severally represent and warrant to the Administrative Agent and each Lender as follows:

(a) *Power; Authorization; Enforceable Obligations*. Each of Holdings

and the Borrower has the requisite power and authority, and the legal right, to make, deliver and perform its obligations under this Amendment. Each of Holdings and the Borrower has taken all necessary organizational action to authorize the execution, delivery and performance of this Amendment. 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 Restructuring Transactions or with the execution, delivery, performance, validity or enforceability of this Amendment, except (i) consents, authorizations, filings and notices which have been obtained or made and are in full force and effect and (ii) such consents or authorizations the absence of which would not in the aggregate have a Material Adverse Effect. This Amendment has been duly executed and delivered on behalf of Holdings and the Borrower. This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against Holdings and the Borrower 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).

(b) *No Legal Bar.* The execution, delivery and performance of this Amendment will not (i) violate any Requirement of Law in any material respect, (ii) violate any Contractual Obligation of any Group Member or of any FNIS Loan Party in any manner that would reasonably be expected to result in a Material Adverse Effect or (iii) 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 permitted by the Credit Agreement, as amended by this Amendment).

Section 14. *Conditions To Effectiveness of Amendment.* This Amendment shall become effective upon the satisfaction of the following conditions; *provided* that all such conditions are satisfied on or prior to December 31, 2009 (the date that all such conditions are so satisfied, the "**Amendment No. 1 Effective Date**"):

(a) The Administrative Agent's receipt of the following, each of which shall be originals, or electronic copies or facsimiles followed promptly by originals (unless otherwise specified), each properly executed by a Responsible Officer of the applicable Loan Party, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Amendment from the Borrower, Holdings, the Required Lenders, the Majority Revolving Facility Lenders and the Majority Term Facility Lenders;

- (ii) the FNIS Loan Party Guaranty substantially in the form of Exhibit I hereto, duly executed by FNIS and each FNIS Subsidiary Guarantor;
- (iii) executed counterparts of the Borrower Supplemental Agreement (together with all schedules contemplated thereby, which schedules shall be reasonably satisfactory to the Administrative Agent);
- (iv) a guaranty supplement substantially in the form of Appendix I hereto or such other form of guaranty or guaranty supplement to guarantee the Guaranteed Obligations (as defined in the FNIS Credit Agreement) in form and substance reasonably satisfactory to the FNIS Administrative Agent (the “**FNIS Credit Guaranty**”), duly executed by Group Members that are Loan Parties immediately prior the Amendment No. 1 Effective Date;
- (v) evidence (in form reasonably satisfactory to the Administrative Agent and the FNIS Administrative Agent, as the case may be) of the identity, authority and capacity of each Responsible Officer of each Loan Party (including any FNIS Loan Party) executing this Amendment, the Borrower Supplemental Agreement, the FNIS Loan Party Guaranty or the FNIS Credit Guaranty;
- (vi) such documents and certifications as the Administrative Agent or the FNIS Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, validly existing, in good standing and qualified to engage in business in its jurisdiction of organization;
- (vii) opinions of counsel to Holdings, the Borrower and FNIS addressed to the Administrative Agent and each Lender, providing legal opinions substantially similar to those set forth on Appendix II hereto (with standard exceptions and qualifications reasonably acceptable to the Administrative Agent);
- (viii) opinions of counsel to Holdings, the Borrower and FNIS addressed to the FNIS Administrative Agent and each Consenting Lender that will receive FNIS Term Loans pursuant to the terms of the Debt Exchange Agreement, providing legal opinions substantially similar to those set forth on Appendix III hereto (with standard exceptions and qualifications reasonably acceptable to the FNIS Administrative Agent);
- (ix) a certificate signed by a Responsible Officer of the Borrower (in such person’s capacity as an officer of the Borrower and not

personally) certifying as to the satisfaction of the conditions set forth in Section 14(f) and (g) of this Amendment;

(x) a certificate signed by a Responsible Officer of FNIS (in such person's capacity as an officer of FNIS and not personally) attesting to the Solvency of FNIS and the Restricted Subsidiaries (taken as a whole) and of Holdings and the Group Members (taken as a whole) after giving effect to the FNIS Merger, this Amendment and each of the other transactions contemplated to occur on the Amendment No. 1 Effective Date;

(xi) copies (certified to be true and complete by the Borrower) of any amendments to the FNIS Merger Agreement and the disclosure schedules thereto;

(xii) a certificate signed by a Responsible Officer of FNIS (in such person's capacity as an officer of FNIS and not personally) certifying as to the satisfaction of the conditions set forth in Section 14(h) of this Amendment;

(xiii) executed counterparts of Amendment No. 1 to the Guarantee and Collateral Agreement, which sets forth the provisions set forth in Section 12 hereof, from the Borrower, Holdings, each subsidiary of Holdings party thereto and the Administrative Agent;

(xiv) an acknowledgement and confirmation signed by a Responsible Officer of FNIS Merger Sub (A) acknowledging that (1) after giving effect to the FNIS Merger it shall continue to be a Loan Party, Group Member and Restricted Company under the Loan Documents with the same force and effect as if originally named therein as "Holdings", (2) each reference to "Holdings" in the Loan Documents, or any schedule, exhibit, appendix, annex or addendum thereto, shall be deemed to be to it and (3) it shall be bound by all of the terms and provisions of the Loan Documents to which Holdings is a party and that it shall be deemed to have ratified and affirmed its continued obligations, liabilities and indebtedness of Holdings thereunder, and (B) confirming that the representations and warranties set forth in Section 13 of this Amendment shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date, except to the extent such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date;

(xv) (A) a copy of the articles of organization, including all amendments thereto, of FNIS Merger Sub, certified as of a recent date by the Secretary of State of the state of its organization, and a certificate as to the good standing of FNIS Merger Sub as of a recent date, from such Secretary of State, (B) a certificate of the Secretary or Assistant Secretary of FNIS Merger Sub dated the Amendment No. 1 Effective Date and certifying (1) that attached thereto is a true and correct copy of the limited liability company agreement of FNIS Merger Sub as in effect on the Amendment No. 1 Effective Date and at all times since a date prior to the date of the resolutions described in clause (2) below, (2) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors or other governing body of FNIS Merger Sub authorizing the execution, delivery and performance of the Loan Documents to which it is a party and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (3) that the articles of organization of FNIS Merger Sub have not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (A) above, and (4) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of FNIS Merger Sub, (C) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (B) above; and (D) such other documents as the Lenders or the Administrative Agent may reasonably request; and

(xvi) evidence in form and substance reasonably satisfactory to the Administrative Agent that each Consenting Lender shall have committed to purchase accounts receivable under the FNIS A/R Securitization Facility in an amount sufficient to satisfy the conditions set forth in Section 2(a) of this Amendment.

(b) All fees and expenses required to be paid on or before the Amendment No. 1 Effective Date shall have been paid in full in cash.

(c) The FNIS Merger Agreement and any material agreement relating thereto shall not have been altered, amended or otherwise changed or supplemented in a manner material and adverse to the Lenders or any condition therein waived in a manner material and adverse to the Lenders, in each case without the consent of the Administrative Agent (which shall not be unreasonably withheld or delayed). The FNIS Merger shall have been consummated, or substantially concurrently consummated, in accordance in all material respects with the terms of the FNIS Merger Agreement.

(d) There shall not have occurred between December 31, 2008 and the Amendment No. 1 Effective Date any event, occurrence, change, state of circumstances or condition which, individually or in the aggregate has had or is reasonably likely to have a "Material Adverse Effect" (as defined in the FNIS Merger Agreement and set forth for ease of reference in the annex attached hereto as Annex D) with respect to FNIS, Holdings or FNIS Merger Sub (in its capacity as the surviving entity of its merger with Holdings).

(e) The Lenders shall have received (i) audited consolidated financial statements of FNIS for the fiscal year ended December 31, 2008 and (ii) such financial information for periods ending after December 31, 2008 as shall be publicly available prior to the Amendment No. 1 Effective Date (or as may be otherwise delivered to the Borrower pursuant to the FNIS Merger Agreement). The Lenders shall have received pro forma consolidated financial statements as to FNIS and its Subsidiaries (after giving effect to the FNIS Merger) for (x) the 12-month period ending on the last day of the fiscal quarter most recently ended at least forty-five days prior to the Amendment No. 1 Effective Date and (y) the fiscal year ended December 31, 2008 and any subsequent interim period, and forecasts of balance sheets, income statements and cash flow statements for (A) each fiscal quarter of 2009 and 2010 ended after the Amendment No. 1 Effective Date and (B) each fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2013.

(f) The representations and warranties of the Borrower and Holdings contained in Section 13 of this Amendment shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

(g) No Default shall exist with respect to FNIS, FNIS Merger Sub, Holdings and their respective Subsidiaries (including the Borrower) at the time of, or after giving effect to, the Restructuring Transactions and this Amendment.

(h) The representations and warranties of FNIS contained in Annex E attached hereto (and made by FNIS pursuant to the Borrower Supplemental Agreement) shall be true and correct in all material respects on and as of the Amendment No. 1 Effective Date, except to the extent such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

(i) The Debt Exchange Agreement shall have been duly executed by all the parties thereto and the Debt Exchange shall have been consummated, or

substantially concurrently consummated, in accordance with the terms of the Debt Exchange Agreement.

(j) The FNIS Revolving Loan Purchases and the FNIS Term Loan Purchases (other than in respect of the Debt Exchange) described in Section 2 and Section 3 of this Amendment shall have been consummated, or substantially concurrently consummated, in accordance with such sections.

(k) The Administrative Agent shall have received the results of a recent lien search with respect to FNIS Merger Sub in jurisdictions in which filings are to be made pursuant to the Loan Documents, and such search shall reveal no Liens on any of the assets of FNIS Merger Sub except for Liens permitted by Section 7.1 of the Credit Agreement or discharged on or prior to the Amendment No. 1 Effective Date pursuant to documentation satisfactory to the Administrative Agent.

(l) 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 assets of FNIS Merger Sub which constitute Collateral, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.1 of the Credit Agreement), shall be in proper form for filing, registration or recordation.

Section 15. *Fee.* On the Amendment No. 1 Effective Date, the Borrower shall pay to the Administrative Agent for the ratable account of the Consenting Lenders a fee equal to 1.00% of the aggregate amount of the Term Loans or Revolving Commitments held by the Consenting Lenders immediately prior to the Restructuring Transactions.

Section 16. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 17. *Incorporation of Certain Terms.* Sections 10.9, 10.10, 10.12 and 10.16 of the Credit Agreement shall apply to this Amendment mutatis mutandis as set out in full therein.

[The remainder of this page is intentionally blank.]

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

METAVANTE TECHNOLOGIES, INC.

By: /s/ Frank D'Angelo
Name: Frank D'Angelo
Title: Senior Executive Vice President

METAVANTE CORPORATION

By: /s/ Frank D'Angelo
Name: Frank D'Angelo
Title: President Payment Solutions Group

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Lender

By: /s/ Tina L. Ruyter
Name: Tina L. Ruyter
Title: Vice President

Signature Page to Amendment No. 1 to Credit Agreement

Name of Lender:

By: _____
Name:
Title:

If a second signature is required:

By: _____
Name:
Title:

Signature Page to Amendment No. 1 to Credit Agreement

SECTION 6. AFFIRMATIVE COVENANTS

Holdings and the Borrower hereby jointly and severally agree that, so long as the Commitments hereunder 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 they shall cause each other Restricted Company to:

Section 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 105 days after the end of each fiscal year of FNIS beginning with the fiscal year ending on December 31, 2008, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and audited and accompanied by a report and opinion of KPMG LLP or any other independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided that if the independent auditor provides an attestation and a report with respect to management's report on internal control over financial reporting and its own evaluation of internal control over financial reporting, then such report may include a qualification or limitation due to the exclusion of any acquired business from such report to the extent such exclusion is permitted under rules or regulations promulgated by the SEC or the Public Company Accounting Oversight Board;

(b) as soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of FNIS beginning with the fiscal quarter ending on March 31, 2008, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the fiscal year then ended, setting forth, in each case, in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of FNIS as fairly presenting in all material respects the financial condition, results

of operations, shareholders' equity and cash flows of FNIS and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes;

(c) as soon as available, but in any event no later than 105 days after the end of each fiscal year, forecasts prepared by management of FNIS, in form reasonably satisfactory to the Administrative Agent of consolidated balance sheets, income statements and cash flow statements of FNIS and its Subsidiaries for the fiscal year following such fiscal year then ended, which shall be prepared in good faith upon reasonable assumptions at the time of preparation and which shall state therein all the material assumptions on the basis of which such forecasts were prepared), it being understood that actual results may vary from such forecasts and that such variations may be material; provided that compliance with this Section 6.1(c) shall not be required so long as FNIS achieves and maintains at least two of the following three ratings: (i) a corporate credit rating of BBB- or higher from S&P, (ii) a corporate family rating of Baa3 or higher from Moody's and (iii) an issuer default rating of BBB- or higher from Fitch Ratings"; and

(d) if there are any Unrestricted Subsidiaries as of the last day of any fiscal quarter, simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.1(a) and 6.1(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements.

Section 6.2. Certificates; Other Information. Furnish to the Administrative Agent to be provided to each Lender:

(a) no later than five days after the delivery of each set of consolidated financial statements referred to in Section 6.1(a), a certificate of FNIS' independent certified public accountants certifying such financial statements and stating that in making the examination necessary therefor no knowledge was obtained of any Event of Default under Section 7.10 or, if any such Event of Default shall exist, stating the nature and status of such event;

(b) no later than five Business Days after the delivery of each set of consolidated financial statements referred to in Section 6.1(a) and 6.1(b), a duly completed Compliance Certificate signed by a Responsible Officer of FNIS;

(c) promptly after the same are publicly available, copies of each annual report, proxy or financial statement sent to the stockholders of FNIS, and copies of all annual, regular, periodic and special reports and registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its

equivalent) which FNIS files, copies of any report, filing or communication with the SEC under Section 13 or 15(d) of the 1934 Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(d) promptly after the furnishing thereof, copies of any notices of default or acceleration received by any Loan Party or notices of default or acceleration furnished by any Loan Party to any holder of debt securities of any of the Restricted Companies pursuant to the terms of any documentation governing any Permitted Subordinated Indebtedness in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Lenders;

(e) promptly after the receipt thereof by a Specified Responsible Officer of FNIS, copies of each notice or other correspondence received from any Governmental Authority concerning any material investigation or other material inquiry regarding any material violation of applicable Law by any Restricted Company which would reasonably be expected to have a Material Adverse Effect;

(f) together with the delivery of each Compliance Certificate pursuant to Section 6.2(b), a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a mandatory prepayment under Section 2.11; and

(g) promptly after any request therefor, such additional information regarding the business, legal, financial or corporate affairs of any Restricted Company, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender through the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.1(a) or (b) or Section 6.2(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which FNIS posts such documents, or provides a link thereto on its website on the Internet at the following website address: www.investor.fidelityinfoservices.com/sec.cfm; or (ii) on which such documents are posted on the Borrower's or FNIS's behalf on IntraLinks or other relevant website, to which each Lender and the Administrative Agent are granted access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); *provided* that the Borrower or FNIS shall notify (which may be by facsimile or electronic mail or by an automated electronic alert of a posting) the Administrative Agent of the posting of any such documents which notice may be included in the certificate delivered pursuant to Section 6.2(b). Except for such Compliance Certificates, the Administrative

Agent shall have no obligation to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents. The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower or FNIS hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (b) certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to the Borrower or FNIS or their respective securities) (each, a "**Public Lender**"). The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat such Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or FNIS or their respective securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Section 6.3. Notices. Promptly notify the Administrative Agent after a Specified Responsible Officer obtains knowledge of:

(a) the occurrence of any Default; and

(b) any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including any matter arising out of or resulting from (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary, (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Restricted Subsidiary and any Governmental Authority, (iii) the commencement of, or any material adverse development in, any litigation, investigation or proceeding affecting any Loan Party or any Subsidiary, or (iv) the occurrence of any ERISA Event.

Each notice pursuant to this Section 6.3 shall be accompanied by a written statement of a Responsible Officer of FNIS or the Borrower (x) that such notice is

being delivered pursuant to Section 6.3(a) or (b) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action FNIS or the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.3(a) shall describe with particularity to the extent known any and all provisions of this Agreement and any other Loan Document in respect of which such Default exists.

Section 6.4. Payment of Obligations. Pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities except, in each case, to the extent the failure to pay or discharge the same could not reasonably be expected to have a Material Adverse Effect or such obligations or liabilities are being contested in good faith by appropriate proceedings.

Section 6.5. Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.5 (and, in the case of any Restricted Subsidiary, other than the Borrower, to the extent the failure to do so, could not reasonably be expected to have a Material Adverse Effect) and (b) take all reasonable action to maintain all rights, privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.6. Maintenance of Properties. Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, ordinary wear and tear excepted and casualty and condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions to material properties and equipment in accordance with prudent industry practice.

Section 6.7. Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, insurance of such types and in such amounts (after giving effect to any self-insurance) reasonable and customary for similarly situated Persons engaged in the same or similar businesses as FNIS and the Restricted Subsidiaries) as are customarily carried under similar circumstances by such other Persons except, in the case of Foreign Subsidiaries, to the extent that the failure to maintain such insurance with respect to one or more Foreign Subsidiaries could not reasonably be expected to result in a Material Adverse Effect.

Section 6.8. Compliance with Laws. Comply in all material respects with the requirements of all Laws (including, without limitation, Environmental Laws) and all orders, writs, injunctions, and decrees applicable to it or to its business or

property, except if the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect or the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

Section 6.9. Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of FNIS or such Restricted Subsidiary, as the case may be.

Section 6.10. Inspection Rights. With respect to any Loan Party, permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to FNIS; *provided* that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.10 and the Administrative Agent shall not exercise such rights more often than once during any calendar year absent the existence of an Event of Default and such inspections shall be conducted at the sole expense of the Administrative Agent without charge to the Borrower; *provided further* that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give FNIS the opportunity to participate in any discussions with FNIS's accountants.

Section 6.11. Additional Collateral, etc.

(a) With respect to any property acquired after the Closing Date by any Group Member (other than (1) any property described in paragraph (b), (c) or (d) below, (2) any property subject to a Lien expressly permitted by Section 7.1(p), (3) any property subject to a Lien permitted under Section 7.1 constituting purchase money indebtedness or Capitalized Leases, including any sale-leaseback transactions) and (4) 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 (A) any such real property subject to a Lien expressly permitted by Section 7.1(p), (B) any such real property subject to a Lien permitted under Section 7.1 constituting purchase money indebtedness or Capitalized Leases, including any sale-leaseback transactions) and (C) 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 a customary legal opinion relating to such real property, which opinion 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 of any Group Member 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 regarding any foreign collateral with respect to any such new Subsidiary, 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.

(e) Notwithstanding anything to the contrary in this Section 6.11 or in any Security Document, the requirement to provide additional guaranties or collateral from any Group Member or any Subsidiary thereof shall be deemed to be timely satisfied so long as such required guaranties are made and collateral is granted within 60 days (or such longer period as the Administrative Agent may agree in its reasonable discretion) after the end of the fiscal quarter of FNIS in which the event arose that requires the making of such guaranty or the grant of such collateral by the relevant Group Member or its Subsidiary; *provided* that in connection with any acquisition of any Restricted Company by a Group Member, if any Subsidiary of a Group Member that is not already a Subsidiary Guarantor shall be required, pursuant to the provisions of Section 6.11 to become a Subsidiary Guarantor, the Borrower shall, in each case at the Borrower's expense and within 30 days of being so required, cause such Subsidiary to duly execute

and deliver to the Administrative Agent the Guarantee and Collateral Agreement (or a joinder thereto).

Section 6.12. Covenant to Guarantee Obligations by FNIS Loan Parties.

(a) Cause the following Restricted Subsidiaries that are not Group Members to guarantee the Obligations (each, a "FNIS Subsidiary Guarantor"): such Restricted Subsidiaries as shall constitute, together with the Group Members that are Loan Parties, (x) at least 95% of the Consolidated EBITDA of FNIS and its Domestic Subsidiaries (excluding, for the purposes of such calculation, (1) all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.13 and (2) all Prohibited Restricted Subsidiaries described in the following sentence for so long as the relevant Indebtedness remains outstanding) for the four fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.1 and (y) at least 95% of the Total Assets of FNIS and its Domestic Subsidiaries (excluding, for the purposes of such calculation, (1) all Unrestricted Subsidiaries, but including any Subsidiaries that were, at one time, designated as Unrestricted Subsidiaries, but have been redesignated as Restricted Subsidiaries pursuant to Section 6.13 and (2) all Prohibited Restricted Subsidiaries described in the following sentence for so long as the relevant Indebtedness remains outstanding) as of the last day of the fiscal quarter most recently ended for which financial statements have been delivered pursuant to Section 6.1. Notwithstanding the foregoing, (i) any Restricted Subsidiary (other than a Group Member) that is a guarantor of any Permitted Subordinated Indebtedness shall also be required to be a FNIS Subsidiary Guarantor, (ii) no Subsidiary shall be required to be a FNIS Subsidiary Guarantor if such Subsidiary is a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary and (iii) no Restricted Subsidiary that is prohibited from guaranteeing the Obligations pursuant to documents governing any Indebtedness assumed in connection with a Permitted Acquisition and not incurred in contemplation thereof (each, a "Prohibited Restricted Subsidiary") shall be required to become a FNIS Subsidiary Guarantor for so long as such Indebtedness remains outstanding.

(b) At the end of each fiscal quarter of FNIS, the Borrower shall determine whether any Restricted Companies that are not currently FNIS Subsidiary Guarantors shall be required, pursuant to the provisions of Section 6.12(a) to become FNIS Subsidiary Guarantors and, within 60 days after the end of such fiscal quarter (or such longer period as the Administrative Agent may agree in its reasonable discretion), will at the Borrower's expense, cause any new FNIS Subsidiary Guarantors (each, an "Additional Guarantor") to duly execute and deliver to the Administrative Agent a guaranty substantially in the form of Exhibit I (either directly or via a guaranty supplement) or such other form of

guaranty or guaranty supplement to guarantee the Obligations in form and substance reasonably satisfactory to the Administrative Agent and FNIS, it being understood and agreed that FNIS and each Subsidiary that is required to be an FNIS Subsidiary Guarantor on the Amendment No. 1 Effective Date shall duly execute and deliver to the Administrative Agent a FNIS Loan Party Guaranty on the Amendment No. 1 Effective Date; *provided* that in connection with any acquisition of any Restricted Company (other than a Group Member), if any Subsidiary that is not already a FNIS Subsidiary Guarantor shall be required, pursuant to the provisions of Section 6.12(a) to become a FNIS Subsidiary Guarantor, the Borrower shall, in each case at the Borrower's expense and within 30 days of being so required, cause such Subsidiary to duly execute and deliver to the Administrative Agent a FNIS Loan Party Guaranty.

(c) Notwithstanding anything to the contrary in this Agreement, to the extent that FNIS shall determine at any time that certain Restricted Subsidiaries that are not required to be FNIS Subsidiary Guarantors pursuant to the foregoing provisions of Section 6.12(a) are parties to a FNIS Loan Party Guaranty, FNIS shall be entitled to give notice to that effect to the Administrative Agent whereupon such Restricted Subsidiaries shall no longer be deemed to be FNIS Subsidiary Guarantors and the Administrative Agent shall promptly release each such Restricted Subsidiary from its FNIS Subsidiary Guaranty.

Section 6.13. Designation of Subsidiaries. FNIS may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) other than in the case of the designation of (x) a Joint Venture in existence on the Amendment No. 1 Effective Date that thereafter becomes a Subsidiary or (y) a Securitization Vehicle (each, an "Excluded Unrestricted Subsidiary"), immediately before and after such designation, no Default shall have occurred and be continuing, (ii) other than in the case of the designation of a Excluded Unrestricted Subsidiary, immediately after giving effect to such designation, FNIS and its Consolidated Subsidiaries shall be in compliance, on a Pro Forma Basis, with the covenants set forth in Section 7.10 (and, as a condition precedent to the effectiveness of any such designation, FNIS shall deliver to the Administrative Agent a certificate setting forth in reasonable detail the calculations demonstrating such compliance), (iii) neither the Borrower nor any borrower under the FNIS Credit Agreement may be designated as an Unrestricted Subsidiary, (iv) no designation of a Restricted Subsidiary as an Unrestricted Subsidiary, other than an Excluded Unrestricted Subsidiary, shall be effective if, immediately after such designation, (1) the Consolidated EBITDA of the Unrestricted Subsidiaries would exceed 10% of the Consolidated EBITDA of the Consolidated Companies for the four fiscal quarter period then most recently ended or (2) the Total Assets of all Unrestricted Subsidiaries would exceed 5% of the Total Consolidated Assets, in each case determined without regard to any Excluded Unrestricted Subsidiary at any time

after such Person becomes a Subsidiary, and (v) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of any Permitted Subordinated Indebtedness. The designation of any Subsidiary (other than a Securitization Vehicle) as an Unrestricted Subsidiary shall constitute an Investment by the applicable Restricted Companies therein at the date of designation in an amount equal to the net book value (or, in the case of any guarantee or similar Investment, the amount) of the Restricted Companies' Investments therein. If any Person becomes a Restricted Subsidiary on any date after the Amendment No. 1 Effective Date (including by redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary), the Indebtedness of such Person outstanding on such date will be deemed to have been incurred by such Person on such date for purposes of Section 7.3, but will not be considered the sale or issuance of Equity Interests for purposes of Section 7.5.

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 other Restricted Companies to, directly or indirectly:

7.1 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) (i) Liens pursuant to any Loan Document and (ii) Liens granted by the FNIS Loan Parties pursuant to any FNIS Loan Document;

(b) Liens existing on the Amendment No. 1 Effective Date and listed on Schedule 7.1 and any modifications, replacements, renewals or extensions thereof; *provided* that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.3, and (B) proceeds and products thereof and (ii) the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens (if such obligations constitute Indebtedness) is permitted by Section 7.3;

(c) Liens for taxes, assessments or governmental charges which are not overdue for a period of more than 30 days, or, if more than 30 days overdue, (i) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (ii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than 30 days or, if more than 30 days overdue, (i) no action has been taken to enforce such Lien, (ii) such Lien is being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect

thereto are maintained on the books of the applicable Person in accordance with GAAP or (iii) with respect to which the failure to make payment as to all such amounts, in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(e) (i) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, (ii) Liens incurred in the ordinary course of business securing insurance premiums or reimbursement obligations under insurance policies or (iii) obligations in respect of letters of credit or bank guarantees that have been posted by a Restricted Company to support the payment of the items set forth in clauses (i) and (ii) of this Section 7.1(e);

(f) (i) deposits to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds, performance and completion guarantees and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business and (ii) obligations in respect of letters of credit or bank guarantees that have been posted by a Restricted Company to support the payment of items set forth in clause (i) of this Section 7.1(f);

(g) easements, rights-of-way, restrictions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially and adversely interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under paragraph (h) of Section 8;

(i) Liens arising in connection with the Cash Management Practices, including Liens securing borrowings from financial institutions and their Affiliates permitted under Section 7.3(m) to the extent specified therein;

(j) (i) leases, licenses, subleases or sublicenses granted to other Persons in the ordinary course of business which do not (A) interfere in any material respect with the business of FNIS or any of its material Restricted Subsidiaries or (B) secure any Indebtedness (other than any obligation that is Indebtedness solely as a result of the operation of clause (e) of the definition thereof) and (ii) the rights reserved or vested in any Person by the terms of any lease, license, franchise, grant or permit held by any Restricted Company or by a statutory provision to terminate any such lease, license, franchise, grant or permit or to require periodic payments as a condition to the continuance thereof;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry and (iv) of financial institutions funding the Vault Cash Operations in the cash provided by such institutions for such Vault Cash Operations;

(m) Liens (i) (A) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.2(h) and (l) to be applied against the purchase price for such Investment, and (B) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.5 and (ii) on cash earnest money deposits made by any Restricted Company in connection with any letter of intent or purchase agreement permitted hereunder;

(n) Liens on property of any Foreign Subsidiary securing Indebtedness of such Foreign Subsidiary to the extent permitted under Section 7.3;

(o) Liens in favor of any Restricted Company securing Indebtedness permitted under Section 7.3(e) or other obligations other than Indebtedness owed by a Restricted Company to another Restricted Company;

(p) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary, in each case after the date hereof and any modifications, replacements, renewals or extensions thereof; provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) in the case of Liens securing purchase money Indebtedness or Capitalized Leases, such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and after-acquired property subjected to a Lien pursuant to terms existing at the time of such acquisition, 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); provided that individual financings otherwise permitted to be secured hereunder provided by one Person (or its affiliates) may be cross collateralized to other such financings provided by such Person (or its affiliates), (iii) in the case of Liens securing Indebtedness other than purchase money Indebtedness or Capitalized Leases, such Liens do not extend to the property of

any Person other than the Person acquired or formed to make such acquisition and the subsidiaries of such Person and (iv) the Indebtedness secured thereby (or, as applicable, any modifications, replacements, renewals or extensions thereof) is permitted under Section 7.3;

(q) Liens arising from precautionary UCC financing statement filings (or similar filings under applicable Law) regarding leases entered into by FNIS or any of its Restricted Subsidiaries in the ordinary course of business (and Liens consisting of the interests or title of the respective lessors thereunder);

(r) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Restricted Company in the ordinary course of business not prohibited by this Agreement;

(s) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness (other than Indebtedness described in clause (e) of the definition thereof), (ii) relating to pooled deposit or sweep accounts of any Restricted Company to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of such Restricted Company and (iii) relating to purchase orders and other similar agreements entered into in the ordinary course of business;

(t) Liens securing obligations permitted under Section 7.3(u) to the extent specified therein;

(u) Liens on the assets of a Securitization Vehicle securing Indebtedness under any Securitization Financing permitted under Section 7.3(v);

(v) Liens securing the Specified Non-Recourse Indebtedness permitted under Section 7.3(f) to the extent specified therein; and

(w) other Liens securing Indebtedness or other obligations outstanding in an aggregate principal amount not to exceed the greater of (i) 5% of Total Consolidated Assets and (ii) \$150,000,000.

7.2 Investments. Make or hold any Investments, except:

(a) Investments by a Restricted Company in assets that were Cash Equivalents when such Investment was made, and the holding of cash at any time by a Restricted Company;

(b) loans or advances to directors, officers, members of management, employees and consultants of a Restricted Company in an aggregate amount not to exceed \$20,000,000 at any time outstanding, for business related travel,

entertainment, relocation and analogous ordinary business purposes or in connection with such Person's purchase of Equity Interests of FNIS;

(c) Investments (i) by any Loan Party in any other Loan Party, (ii) by FNIS or any of its Domestic Subsidiaries in FNIS or any of its Domestic Subsidiaries, (iii) by any Restricted Subsidiary that is not a Loan Party in any Restricted Company and (iv) by any Loan Party in any Restricted Subsidiary that is not a Loan Party in an aggregate amount for all such Investments under this clause (iv) not to exceed, at the time such Investment is made and after giving effect to such Investment, the sum of (A) \$100,000,000, plus (B) the amount (if positive) by which 5% of the Total Consolidated Assets exceeds the aggregate amount of all Investments in Unrestricted Subsidiaries made or deemed to be made pursuant to Section 7.2(n), plus (C) the aggregate amount of any cash repayment of or return on such Investments theretofore received by the Loan Parties;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(e) Investments consisting of Liens, Indebtedness, Dispositions and Restricted Payments permitted under Section 7.1, 7.3, 7.5 and 7.6, respectively;

(f) Investments existing or contemplated on the Amendment No. 1 Effective Date (including those in the Brazilian Joint Venture) and set forth on Schedule 7.2 and any modification, replacement, renewal or extension thereof; *provided* that the amount of the original Investment is not increased except by the terms of such Investment or as otherwise permitted by this Section 7.2;

(g) promissory notes and other noncash consideration received in connection with Dispositions permitted by Section 7.5;

(h) the purchase or other acquisition of all or substantially all of the property and assets or business of, any Person or of assets constituting a business unit, a line of business or division of such Person, or of more than 50% of the Equity Interests in a Person that, upon the consummation thereof, will be owned directly by FNIS or one or more of its wholly owned Subsidiaries (including as a result of a merger or consolidation); *provided* that, with respect to each purchase or other acquisition made pursuant to this Section 7.2(h) (each, a "Permitted Acquisition");

(i) FNIS and any such newly created or acquired Subsidiary shall, or will within the times specified therein, have complied with the requirements of Section 6.11 or Section 6.12, as the case may be;

(ii) any Indebtedness incurred in connection with such acquisition by FNIS or any Restricted Subsidiary shall be permitted by Section 7.3;

(iii) (A) immediately before and immediately after giving Pro Forma Effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing and (B) immediately after giving effect to such purchase or other acquisition, FNIS shall be in Pro Forma Compliance with all of the covenants set forth in Section 7.10, in each case such compliance to be determined on the basis of the financial information most recently delivered to the Administrative Agent and the Lenders (either pursuant to Section 6.1(a) or (b) or in any subsequent delivery of financial information by FNIS or the Borrower to the Administrative Agent prior to such purchase or other acquisition) as though such purchase or other acquisition had been consummated as of the first day of the fiscal period covered thereby and, with respect to each such purchase or other acquisition having total consideration in excess of \$100,000,000, evidenced by a certificate from the chief financial officer (or other equivalent officer) of FNIS or the Borrower demonstrating such compliance calculation in reasonable detail;

(iv) if the total consideration of such Permitted Acquisition exceeds \$100,000,000, FNIS or the Borrower shall have delivered to the Administrative Agent, on behalf of the Lenders, no later than five Business Days after the date on which any such purchase or other acquisition is consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this Section 7.2(h) have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition; and

(v) such purchase or other acquisition was approved by the board of the directors (or other applicable governing body) of the Person being acquired;

(i) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of any Person and in settlement of obligations of, or other disputes with, any Person arising in the ordinary course of business and upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(j) Investments and transfers of funds among the Consolidated Companies that are made in accordance with the Cash Management Practices;

(k) advances of payroll payments to employees in the ordinary course of business;

(l) Guarantees by a Restricted Company of leases (other than Capitalized Leases) entered into in the ordinary course of business;

(m) Investments in the ordinary course consisting of endorsements for collection or deposit;

(n) Investments by Restricted Companies in Unrestricted Subsidiaries after the Amendment No. 1 Effective Date (it being understood and agreed that the book value of the assets of an Unrestricted Subsidiary other than any Securitization Vehicle at the time of its designation as such pursuant to Section 6.13 shall be deemed to be an Investment made in such Unrestricted Subsidiary in an amount equal to such book value, but if such Unrestricted Subsidiary is not wholly-owned by the Restricted Companies, only an amount proportional to such Restricted Companies' ownership therein shall be included in this calculation) in an aggregate amount for all such Investments (less an amount equal to the book value of all Unrestricted Subsidiaries other than any Securitization Vehicle that, after the Amendment No. 1 Effective Date, are redesignated by FNIS to be Restricted Subsidiaries, calculated as of the date of such redesignation) not to exceed for all Unrestricted Subsidiaries (other than Securitization Vehicles), at the time such Investment is made and after giving effect to such Investment, the sum of (i) an amount equal to 5% of the Total Consolidated Assets as of such time (net of any Investment made pursuant to Section 7.2(c)(iv)(B)), plus (ii) the aggregate amount of any cash repayment of or return on such Investments theretofore received by Restricted Companies after the Amendment No. 1 Effective Date;

(o) Investments consisting of Swap Contracts entered into in the ordinary course of business and not for speculative purposes;

(p) Investments of funds held by the Exchange Companies for the benefit of their customers in connection with their like-kind-exchange operations;

(q) any Investment in a Securitization Vehicle or any Investment by a Securitization Vehicle in any other Person in connection with a Securitization Financing permitted by Section 7.3(v), including Investments of funds held in accounts permitted or required by the arrangements governing the Securitization Financing or any related Indebtedness; provided that any Investment in a Securitization Vehicle is in the form of a purchase money note, contribution of additional Securitization Assets or equity investments; and

(r) so long as immediately after giving effect to any such Investment, no Event of Default has occurred and is continuing, other Investments in an aggregate amount for all such Investments (calculated using the actual amount of such Investments as funded by the Restricted Companies) not to exceed at any time the sum of (i) \$250,000,000 and (ii) the aggregate amount of any cash repayment of or return on such Investments theretofore received by the Restricted Companies.

7.3 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Permitted Subordinated Indebtedness;

(b) (i) Indebtedness of the Loan Parties under the Loan Documents and (ii) Indebtedness of FNIS and any of its Restricted Subsidiaries under the FNIS Loan Documents and any Permitted Refinancing thereof;

(c) Indebtedness outstanding on the Amendment No. 1 Effective Date and listed on Schedule 7.3 and any Permitted Refinancing thereof;

(d) Guarantees by a Restricted Company in respect of Indebtedness of another Restricted Company otherwise permitted hereunder; *provided* that (x) no Guarantee by any Restricted Company (other than the Borrower) of any Permitted Subordinated Indebtedness (or any Permitted Refinancing thereof) shall be permitted unless such Restricted Company shall have also provided a Guarantee of the Obligations substantially on the terms set forth in Section 2 of the Guarantee and Collateral Agreement in accordance with Section 6.11 or the FNIS Loan Party Guaranty in accordance with Section 6.12 and (y) if the Indebtedness being Guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(e) Indebtedness of a Restricted Company that constitutes an Investment permitted by Section 7.2;

(f) (i) Indebtedness incurred in the ordinary course of business by the Exchange Companies in connection with "1031 exchange" transactions under Section 1031 of the Code (or regulations promulgated thereunder, including Revenue Procedure 2000-37) that is limited in recourse to the properties (real or personal) which are the subject of such "1031 exchange" transactions and (ii) Indebtedness incurred in the ordinary course of business by the Leasing Companies in connection with their leasing business that is limited in recourse to the assets being financed by such Indebtedness (collectively, the "Specified Non-Recourse Indebtedness");

- (g) Indebtedness of Foreign Subsidiaries of FNIS;
- (h) Indebtedness of a Restricted Company assumed in connection with any Permitted Acquisition and not incurred in contemplation thereof, and any Permitted Refinancing thereof;
- (i) Indebtedness incurred by any Restricted Company representing deferred compensation to employees of a Restricted Company incurred in the ordinary course of business;
- (j) Indebtedness consisting of promissory notes issued by any Restricted Company to future, present or former directors, officers, members of management, employees or consultants of FNIS or any of its Subsidiaries or their respective estates, heirs, family members, spouses or former spouses to finance the purchase or redemption of Equity Interests of FNIS permitted by Section 7.6;
- (k) Indebtedness incurred by a Restricted Company in a Permitted Acquisition or Disposition under agreements providing for indemnification, the adjustment of the purchase price or similar adjustments;
- (l) Indebtedness consisting of obligations of any Restricted Company under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions;
- (m) Indebtedness (including intercompany Indebtedness among the Consolidated Companies) in respect of the Cash Management Practices;
- (n) obligations of the Consolidated Companies with respect to liabilities arising from the Vault Cash Operations;
- (o) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations of a Restricted Company contained in supply arrangements, in each case, in the ordinary course of business;
- (p) Indebtedness incurred by a Restricted Company constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to such similar reimbursement-type obligations; provided that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;
- (q) obligations in respect of bid, performance, stay, customs, appeal and surety bonds and performance and completion guarantees provided by a

Restricted Company or obligations in respect of letters of credit related thereto, in each case in the ordinary course of business or consistent with past practice;

(r) Guarantees by FNIS of Indebtedness permitted under this Section 7.3;

(s) Indebtedness in respect of Swap Contracts entered into in the ordinary course of business and not for speculative purposes;

(t) Indebtedness in respect of any letter of credit or bankers' acceptance supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(u) Indebtedness incurred in the ordinary course of business in connection with relocation service transactions and secured by the properties which are the subject of such transactions;

(v) Indebtedness incurred in connection with a receivables securitization transaction involving the Restricted Companies and a Securitization Vehicle (a "Securitization Financing"); provided that (i) such Indebtedness when incurred shall not exceed 100% of the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition, (ii) such Indebtedness is created and any Lien attaches to such property concurrently with or within forty-five (45) days of the acquisition thereof, and (iii) such Lien does not at any time encumber any property other than the property financed by such Indebtedness;

(w) Indebtedness (i) of the type described in clause (e) of the definition thereof subject to Liens permitted under Section 7.1 or (ii) secured by Liens permitted under Sections 7.1(e)(ii), 7.1(e)(iii), 7.1(f), or 7.1(r);

(x) other Indebtedness of Restricted Companies in an aggregate principal amount not to exceed the greater of (i) 10% of Total Consolidated Assets and (ii) \$300,000,000 at any time outstanding; and

(y) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (x) above;

provided that at the time of incurrence or assumption of any Specified Debt described below, after giving effect to such Specified Debt, the aggregate principal amount of all Specified Debt shall not exceed the greater of \$500,000,000 and 15% of Consolidated Shareholders' Equity (the test set forth in this proviso is referred to herein as the "Specified Debt Test"). For purposes hereof, "Specified Debt" means, without duplication, (A) any Indebtedness of a Loan Party that is secured by Liens permitted to exist in reliance on any of clauses

(a)(i), (n), (p) or (w) of Section 7.1 and (B) (1) any Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted to exist in reliance on any of clauses (g), (h), (w)(i) (but only if the Liens securing such Indebtedness are permitted to exist in reliance on any of clauses (n), (p) or (w) of Section 7.1) or (x) of this Section 7.3 (the "Included Debt") and (2) any Guarantee of Included Debt permitted by this Section 7.3.

7.4 [Intentionally Omitted].

7.5 Disposition of Property. Make any Disposition of any of its property to Persons that are not Restricted Companies except:

(a) Dispositions of obsolete, used, surplus or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Restricted Companies;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of property to the extent that (z) such property is exchanged for credit against the purchase price of similar replacement property or (aa) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions pursuant to and in accordance with the Cash Management Practices and in connection with the Vault Cash Operations;

(e) Dispositions permitted by Sections 7.2 and 7.6 and Liens permitted by Section 7.1;

(f) Dispositions by any Restricted Company of property pursuant to sale-leaseback transactions; *provided* that (i) the fair market value of all property so Disposed of shall not exceed \$100,000,000 from and after September 12, 2007 and (ii) the purchase price for such property shall be paid to such Restricted Company for not less than 75% cash consideration;

(g) Dispositions of cash and Cash Equivalents;

(h) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(i) leases, subleases, licenses or sublicenses of property in the ordinary course of business and which do not materially interfere with the business of the Restricted Companies;

(j) transfers of property subject to Casualty Events upon receipt of the Net Cash Proceeds of such Casualty Event;

(k) Dispositions in the ordinary course of business consisting of the abandonment of intellectual property rights which, in the reasonable good faith determination of FNIS, are not material to the conduct of the business of the Restricted Companies;

(l) 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 (i) in substantially the form as such arrangements are in effect on the Amendment No. 1 Effective Date or (ii) to the extent that the Net Cash Proceeds of such Disposition are either reinvested or applied to prepay loans pursuant to Section 2.06(b) of the FNIS Credit Agreement or Section 2.11(b) hereof;

(m) Dispositions of property to an Unrestricted Subsidiary; provided that to the extent constituting an Investment, such Investment must be an Investment permitted by Section 7.2;

(n) Dispositions of real property and related assets in the ordinary course of business in connection with relocation activities for directors, officers, members of management, employees or consultants of the Restricted Companies;

(o) Dispositions of tangible property in the ordinary course of business as part of a like-kind exchange under Section 1031 of the Code;

(p) voluntary terminations of Swap Contracts;

(q) Dispositions of Unrestricted Subsidiaries;

(r) Dispositions of Securitization Assets (or a fractional undivided interest therein) in a Securitization Financing permitted under Section 7.3(v); provided that no Group Member shall be permitted to Dispose of its accounts receivable or any related assets to the FNIS Securitization Vehicle in respect of the FNIS A/R Securitization Facility (each, as defined in Amendment No. 1) prior to payment in full of all Obligations hereunder; and

(s) Dispositions of property not otherwise permitted under this Section 7.5 by a Restricted Company to Persons that are not Affiliates of the Loan Parties; provided that (i) such Disposition is made in good faith on an arms' length basis and (ii) the Net Cash Proceeds of such Disposition are either reinvested or applied to prepay loans pursuant to Section 2.06(b) of the FNIS Credit Agreement or Section 2.11(b) hereof.

7.6 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

- (a) each Restricted Subsidiary may make Restricted Payments to any other Restricted Company (and, in the case of a Restricted Payment by a non-wholly owned Restricted Subsidiary, to (i) any other Restricted Company and (ii) each other owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests);
- (b) any Restricted Company may declare and make dividend payments or other distributions payable solely in the Equity Interests (other than Disqualified Equity Interests) of such Person;
- (c) so long as no Event of Default shall have occurred and be continuing or would result therefrom, FNIS may make Restricted Payments;
- (d) to the extent constituting Restricted Payments, FNIS and its Restricted Subsidiaries may enter into transactions expressly permitted by Section 7.5 and 7.8;
- (e) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants; and
- (f) FNIS may make cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of FNIS and its Restricted Companies.

7.7 Intentionally Omitted.

7.8 Transaction with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than (a) transactions among the Restricted Companies, (b) on fair and reasonable terms substantially as favorable to a Restricted Company as would be obtainable by such Restricted Company at the time in a comparable arm's-length transaction with a Person other than an Affiliate, (c) the payment of fees and expenses in connection with the consummation of the FNIS Merger, (d) [intentionally omitted], (e) loans and other transactions by FNIS and its Restricted Subsidiaries to the extent permitted under this Section 7, (f) customary fees payable to any directors of FNIS and reimbursement of reasonable out of pocket costs of the directors of FNIS, (g) employment and severance arrangements between any Restricted Company and their officers and employees in the ordinary course of business, (h) payments by any Restricted Company pursuant to the tax sharing agreements among FNIS and its Subsidiaries on customary terms, (i) the payment of customary fees and indemnities to directors, officers and employees

of FNIS and its Subsidiaries in the ordinary course of business, (j) transactions pursuant to agreements in existence on the Amendment No. 1 Effective Date and set forth on Schedule 7.8 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect, (k) Restricted Payments permitted under Section 7.6, (l) any transaction with a Securitization Vehicle as part of a Securitization Financing permitted under Section 7.3(v), and (m) transactions engaged in by Restricted Companies with Unrestricted Subsidiaries in good faith to effect (i) the Cash Management Practices and Vault Cash Operations, (ii) the operations, governance, administration and corporate overhead of the Consolidated Companies and (iii) the tax management of the Consolidated Companies. For the purposes of this Section 7.8, (x) each Unrestricted Subsidiary shall be deemed to be an Affiliate of each Restricted Company and (y) neither Fidelity National Financial, Inc., a Delaware corporation, nor Lender Processing Services, Inc., a Delaware corporation, nor any of their respective direct or indirect Subsidiaries, shall be deemed to be an Affiliate of the Restricted Companies solely due to overlapping officers or directors.

7.9 **Burdensome Agreements.** Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that limits the ability of any Restricted Subsidiary to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, provided that the foregoing shall not apply to Contractual Obligations which (i) (x) exist on the Amendment No. 1 Effective Date and (to the extent not otherwise permitted by this Section 7.9) are listed on Schedule 7.9 hereto and (y) to the extent Contractual Obligations permitted by clause (x) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted renewal, extension or refinancing of such Indebtedness so long as such renewal, extension or refinancing does not expand the scope of such restrictions that are contained in such Contractual Obligation, (ii) are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such Contractual Obligations were not entered into solely in contemplation of such Person becoming a Restricted Subsidiary, (iii) arise in connection with any Disposition permitted by Section 7.5, (iv) are customary provisions in joint venture agreements and other similar agreements applicable to Joint Ventures permitted under Section 7.2 and applicable solely to such Joint Venture entered into in the ordinary course of business, (v) are negative pledges in favor of any holder of Indebtedness permitted under Section 7.3 but solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness, (vi) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions may relate to the assets subject thereto, (vii) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest, or

(viii) are customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business.

7.10 Financial Covenants. (a) Maximum Leverage Ratio. Permit the Leverage Ratio as of the end of any fiscal quarter of FNIS set forth below to be greater than the ratio set forth below opposite the applicable period ending date:

<u>Period Ending Date</u>	<u>Leverage Ratio</u>
March 31, 2009 through December 31, 2009	3.5:1.0
March 31, 2010 and thereafter	3.25:1.0

(b) Minimum Interest Coverage Ratio. Permit the Interest Coverage Ratio as of the end of any fiscal quarter of FNIS set forth below to be less than the ratio set forth below opposite the applicable period ending date:

<u>Period Ending Date</u>	<u>Interest Coverage Ratio</u>
March 31, 2009 and thereafter	4.00:1.0

7.11 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled interest shall be permitted) any Permitted Subordinated Indebtedness or make any payment in violation of any subordination terms of any Permitted Subordinated Indebtedness, except (i) the refinancing thereof with the Net Cash Proceeds of any Permitted Subordinated Indebtedness or with the proceeds of any issuance of Equity Interests (other than Disqualified Equity Interests) of any Consolidated Company, (ii) the conversion of any Permitted Subordinated Indebtedness to Equity Interests (other than Disqualified Equity Interests) and (iii) so long as no Event of Default has occurred and is continuing or would result therefrom, prepayments, redemptions or repurchases of Permitted Subordinated Indebtedness if after giving effect to such prepayment, redemption or repurchase, the Leverage Ratio, calculated on a Pro Forma Basis, shall not be greater than 3.25:1 (and, in the case of any such prepayment, redemption or repurchase pursuant to this clause (iii) in respect of aggregate principal amounts exceeding \$25,000,000 in any fiscal year, evidenced by a certificate from a Responsible Officer of the Borrower or FNIS demonstrating such compliance calculation in reasonable detail).

SECTION 8. Events of Default

- (a) *Non-Payment.* Any Restricted Company fails to pay (i) when due, any amount of principal of any Loan, or (ii) within five Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or
- (b) *Specific Covenants.* Any Restricted Company fails to perform or observe any term, covenant or agreement contained in any of Section 6.3(a), 6.5(a) (solely with respect to the Borrower) or Section 7 of this Agreement, or Section 5.7(b) of the Guarantee and Collateral Agreement; or
- (c) *Other Defaults.* Any Restricted Company fails to perform or observe any other term, covenant or agreement (not specified in paragraphs (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after notice thereof by the Administrative Agent to the Borrower; or
- (d) *Representations and Warranties.* Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Restricted Company herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material and adverse respect when made or deemed made; or
- (e) *Cross-Default.* Any Material Company (i) fails to make any payment after the applicable grace period with respect thereto, if any, (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness owed by one Restricted Company to another Restricted Company) having an aggregate outstanding principal amount of not less than the Threshold Amount or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, (x) such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or (y) a mandatory offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided* that this clause (e)(ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such

Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or

(f) *Insolvency Proceedings, Etc.* Any Material Company institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) *Inability to Pay Debts; Attachment.* (i) Any Material Company becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any Material Company in an amount exceeding the Threshold Amount and is not paid, released, vacated or fully bonded within 60 days after its issue or levy; or

(h) *Judgments.* There is entered against any Material Company a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny coverage) and there is a period of 60 consecutive days during which such judgment has not been paid and during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) *ERISA.* (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of FNIS under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect, or (ii) FNIS or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) *Change of Control.* There occurs any Change of Control; or

(k) *Collateral Documents.* Any Security Document after delivery thereof pursuant to this Agreement shall for any reason (other than pursuant to the terms thereof including as a result of a transaction permitted under Section 7.5) cease to create a valid and perfected first priority Lien on and security interest in any material portion of the Collateral, subject to Liens permitted under Section 7.1, or any Loan Party shall assert in writing such invalidity or lack of perfection or priority (other than in an informational notice delivered to the Administrative Agent), except to the extent that any loss of perfection or priority results from the failure of the Administrative Agent to maintain possession of certificates or other possessory collateral actually delivered to it representing securities or other collateral pledged under the Security Documents or to file Uniform Commercial Code financing statements, continuation statements, filings regarding intellectual property rights, or equivalent filings and except, as to Collateral consisting of real property, to the extent that such losses are covered by a lender's title insurance policy insured by a solvent insurer and such insurer has not denied or disclaimed in writing that such losses are covered by such title insurance policy; or

(l) *Guarantees.* The guarantee contained in Section 2 of the Guarantee and Collateral Agreement or the FNIS Loan Party Guaranty 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 (other than by reason of a release of any Guarantor pursuant to a designation or transaction that is permitted by the Credit Agreement).

Definition of “Material Adverse Effect” in FNIS Merger Agreement

“Material Adverse Effect” means, with respect to FNIS, Holdings or FNIS Merger Sub (including, for purposes hereof, in its capacity as the surviving entity of its merger with Holdings), as the case may be, a material adverse effect on (A) the business, assets, properties, results of operations or condition (financial or otherwise) of such party and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (A), Material Adverse Effect shall not be deemed to include effects to the extent resulting from (1) changes, after the date hereof, in GAAP (or any interpretation thereof) generally applicable to companies engaged in the industries in which Holdings and FNIS operate, (2) changes, after the date hereof, in Laws of general applicability or interpretations or enforcement thereof by any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or applicable self-regulatory organization, (3) actions or omissions of FNIS or FNIS Merger Sub, on the one hand, or Holdings, on the other hand, taken with the prior written consent of the other or expressly required hereunder, including the impact thereof on relationships (contractual or otherwise) with customers, suppliers, vendors, lenders, employees, investors or venture partners, (4) changes, after the date hereof, in general economic or market conditions (including conditions of the securities and credit markets) generally affecting companies engaged in the industries in which Holdings and FNIS operate, except to the extent that such changes have a disproportionate adverse effect on such party relative to other participants in the same industries, (5) the execution or public disclosure of the FNIS Merger Agreement or the transactions contemplated thereby, including the directly attributable impact thereof on relationships (contractual or otherwise) with customers, suppliers, vendors, lenders, employees, investors or venture partners, (6) acts of war, armed hostilities or terrorism or any escalation or worsening thereof, except to the extent that such events have a disproportionate adverse effect on such party relative to other participants in the industries in which Holdings and FNIS operate, (7) changes in the price or trading volume of the stock of Holdings or FNIS, as applicable, in and of itself (provided that events, circumstances and conditions underlying any such change may nonetheless be considered in determining whether a Material Adverse Effect has occurred), or (8) any failure by Holdings or FNIS, as applicable, to meet any projections or forecasts for any period ending (or for which revenues or earnings are released) on or after the date hereof (provided that events, circumstances and conditions underlying any such failure may nonetheless be considered in determining whether a Material Adverse Effect has occurred), or (B) the ability of

such party to timely consummate the transactions contemplated by the FNIS Merger Agreement.

Representations and Warranties of FNIS

FNIS represents and warrants to the Administrative Agent and the Lenders that:

1. *Existence, Qualifications And Power; Compliance With Laws.* Each Restricted Company (a) is a Person, validly existing and in good standing under the Laws of the jurisdiction of its organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws (including, without limitation, Environmental Laws), orders, writs and injunctions, and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (a) (other than with respect to the Borrower), (c), (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

2. *Authorization; No Contravention.* The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party are (a) within such Loan Party's corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of (A) any of such Person's Organization Documents or (B) the FNIS Loan Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.1), or require any payment to be made under, (A) any documentation governing any Permitted Subordinated Indebtedness, (B) any other Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such Person or its property is subject, or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

3. *Governmental Authorization; Other Consents.* No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required to be made or obtained by any Loan Party in connection with (a) the execution, delivery or performance by any Loan Party of any Loan Document, (b) the grant by any Loan Party of the Liens

granted by it pursuant to the Security Documents, (c) the perfection or maintenance of the Liens created under the Security Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Security Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force, (iii) those approvals, consents, exemptions, authorizations, actions, notices or filings described in the Guarantee and Collateral Agreement and (iv) those approvals, consents, exemptions, authorizations, actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

4. *Binding Effect.* Each Loan Document has been duly executed and delivered by each Loan Party that is party thereto. Each Loan Document constitutes a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

5. *Financial Statements; No Material Adverse Effect.* (a) The (i) audited consolidated balance sheet of FNIS and its Subsidiaries for the fiscal year ended December 31, 2008, and the related consolidated statements of income, shareholders' equity and cash flows for such fiscal year of FNIS and its Subsidiaries, including the notes thereto and (ii) unaudited consolidated balance sheet of FNIS and its Subsidiaries dated March 31, 2009, and the related consolidated statements of income, shareholders' equity and cash flows for the one fiscal quarter period ended on such date fairly present in all material respects the financial condition of FNIS and its Subsidiaries as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein (and, with respect to unaudited financial statements, the absence of footnotes and subject to such adjustments as would be made in connection with the audit of financial statements for the relevant period).

(b) Since December 31, 2008, there has been no change, effect, event or, occurrence that has had or would reasonably be expected to have a Material Adverse Effect.

(c) The forecasts prepared by management of FNIS of consolidated balance sheets, income statements and cash flow statements for each fiscal quarter of 2009 and 2010 ended after the Amendment No. 1 Effective Date and for each fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2013, copies of which have been furnished to the Administrative Agent and the Lenders prior to the Amendment No. 1 Effective Date, have been prepared in good faith based upon assumptions believed in good faith by FNIS to be reasonable in light of conditions existing at the time of

preparation, it being understood that (i) such forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such forecasts may differ significantly from the forecasted results and that such differences may be material and that such forecasts are not a guarantee of financial performance and (ii) no representation is made with respect to information of a general economic or general industry nature.

6. *Litigation.* There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of FNIS, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against FNIS or any of its Restricted Subsidiaries or against any of their properties or revenues that either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

7. *Ownership of Property; Liens.* Each Loan Party and each of its Restricted Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted by Section 7.1 and except where the failure to have such title or the existence of such Lien could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

8. *Taxes.* FNIS and its Subsidiaries have filed all Federal and material state and other tax returns and reports required to be filed, and have paid all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (a) which are not overdue by more than 30 days, (b) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (c) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

9. *ERISA Compliance.* (a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA and the Code except to the extent that non-compliance could not reasonably be expected to have a Material Adverse Effect. In the preceding five years, each Loan Party and each ERISA Affiliate have made all required contributions to each Pension Plan subject to Section 412 of the Code, and in the preceding five years, no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan, except to the extent a failure to make such contributions or application, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the knowledge of FNIS, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that

would reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or would reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has an "accumulated funding deficiency" (as defined in Section 412 of the Code), whether or not waived, and no application for a waiver of the minimum funding standard has been filed with respect to any Pension Plan; (iii) none of FNIS nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums not yet due or premiums due and not yet delinquent under Section 4007 of ERISA); (iv) none of FNIS nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of FNIS nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 5.10(c), as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

10. *Subsidiaries; Equity Interests.* As of the Amendment No. 1 Effective Date (after giving effect to the FNIS Merger), Schedule 4.15 (i) sets forth the name and jurisdiction of organization of each Subsidiary of FNIS (other than Subsidiaries that in the aggregate represent less than the greater of (x) 5% of the Total Consolidated Assets and (y) 5% of the Consolidated EBITDA of FNIS and its Consolidated Subsidiaries) and (ii) sets forth the ownership interest of FNIS and any other Subsidiary in each such Subsidiary, including the percentage of such ownership.

11. *Disclosure.* No report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of the Credit Agreement or delivered thereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole (and considered together with all information publicly disclosed by the Consolidated Companies) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under and at the time which they were made, not materially misleading; *provided that*, with respect to financial estimates, projected or forecasted financial information and other forward-looking information, FNIS represents and warrants only that such information was prepared in good faith based upon assumptions believed by FNIS to be reasonable in light of conditions existing at the time of preparation; it being understood that (A) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such projections or forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and

forecasts are not a guarantee of financial performance and (B) no representation is made with respect to information of a general economic or general industry nature.

12. *Solvency.* On the Amendment No. 1 Effective Date after giving effect to the FNIS Merger, the Amendment No. 1 and each of the other transactions contemplated to occur on the Amendment No. 1 Effective Date, FNIS and the Restricted Subsidiaries (taken as a whole) and Holdings and the Group Members (taken as a whole) are Solvent.

13. *Perfection, Etc.* All filings and other actions necessary to perfect and protect the Liens in the Collateral created under and in the manner contemplated by the Security Documents have been duly made or taken or otherwise provided for in the manner reasonably requested by the Administrative Agent and are in full force and effect, and the Security Documents create in favor of the Collateral Agent for the benefit of the Secured Parties a valid and, together with such filings and other actions, perfected first priority Lien in the Collateral, securing the payment of the Obligations, subject to Liens permitted by Section 7.1. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the Liens created or permitted under the Loan Documents.

For purposes hereof, "**Organization Documents**" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-US. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

[FNIS SPV]
\$145,000,000 RECEIVABLES PURCHASE PROGRAM
SUMMARY OF INDICATIVE TERMS AND CONDITIONS

Seller:	[FNIS SPV] (the " <u>Seller</u> "), a wholly-owned bankruptcy-remote subsidiary of Fidelity National Information Services, Inc. (" <u>FNIS</u> ").
Originators:	FNIS and such other wholly-owned subsidiaries of FNIS as designated from time to time by FNIS and approved by the Agent (collectively, the " <u>Originators</u> "); ¹ <i>provided</i> that, neither Metavante Holdings, LLC nor any of its direct or indirect subsidiaries shall be an Originator at any time prior to payment in full of all amounts owing under the Metavante Credit Facility (as defined below) and termination thereof.
Guarantors:	FNIS and each of its direct and indirect domestic subsidiaries that are subsidiary guarantors from time to time under the FNIS Credit Facility (as defined below).
Purchasers:	JPMorgan Chase Bank, N.A. (" <u>JPMCB</u> ") and other financial institutions or entities acceptable to the Arranger and reasonably acceptable to the Seller (the " <u>Purchasers</u> ").
Administrative Agent:	JPMCB (the " <u>Agent</u> ").
Sole Lead Arranger and Book Runner:	J.P. Morgan Securities, Inc. (the " <u>Arranger</u> ").

¹ Each Originator shall sell 100% of its receivables to the Seller. The Program Documentation (as defined below) shall provide for the removal of Originators by FNIS upon satisfaction of the conditions set forth in the Program Documentation for such removal.

Program Limit: The aggregate Capital (as defined below) of the Purchasers shall not exceed \$145,000,000 (the "Program Limit"). The Program Limit may at the option of the Seller be increased through the addition of new Purchasers or increases in the commitments of existing Purchasers. The total amount of any such increase in the Program Limit may not exceed \$55,000,000.

The aggregate amount of Capital shall not at any time exceed the lesser of: (i) the Program Limit; and (ii) the Net Receivables Pool Balance (as defined below) *minus* the Applicable Reserve (as defined below).

"Applicable Reserve" shall be an amount equal to (i) the product of the Net Receivables Pool Balance *multiplied by* a reserve percentage determined in accordance with the Program Documentation (as defined below) *plus* (ii) any reserves as may be established in accordance with the Program Documentation. The initial reserve percentage shall be 15%.

Capital; Collections: "Capital Investment" in respect of any Receivable Interest (as defined below) shall be the original amount paid by the Purchasers to the Seller in respect of each Receivable Interest at the time of its purchase, reduced by the amount of Collections distributed to the Purchasers and applied to reduce Capital.

"Capital" shall be the sum of all outstanding Capital Investments.

"Collections" shall mean all cash collections and proceeds (including proceeds of security) of Pool Receivables (as defined below), and amounts deemed to be collected in respect of Pool Receivables as a result of certain dilution adjustments and breaches of representations and warranties with respect to specific Pool Receivables.

Termination Date: The earliest to occur of: (a) November 1, 2013, (b) the third business day after written notice by the Seller terminating the commitments of the

Purchasers, and (c) declaration of the Termination Date following an event of termination under the Program Documentation (as defined below) (or automatic occurrence of the Termination Date upon an event of termination triggered by the Seller's bankruptcy).

Receivable Interest:

"Receivable Interest" shall mean the undivided percentage ownership interest of a Purchaser in all outstanding Pool Receivables (as defined below), all related security and all Collections with respect to, and other proceeds of, such Pool Receivables. At any time of computation the aggregate Receivable Interests of the Purchasers shall be equal to the quotient obtained by *dividing* (i) the then outstanding Capital Investments made by the Purchasers in respect of such Receivable Interests *plus* the then Applicable Reserve *by* (ii) the then Net Receivables Pool Balance.

Receivable:

"Receivable" shall mean the indebtedness of an obligor (an "Obligor") under a contract for the sale of goods or services, and includes the right to payment of any interest or finance charges and other obligations of such Obligor with respect thereto.

Receivables Pool:

"Receivables Pool" shall mean the aggregation of Receivables purchased and otherwise acquired by the Seller from the Originators.

Pool Receivable:

"Pool Receivable" shall mean a Receivable in the Receivables Pool.

Net Receivables Pool Balance:

"Net Receivables Pool Balance" shall equal the outstanding balance of all Pool Receivables that are Eligible Receivables reduced by any reserves and other reductions determined in accordance with the Program Documentation.

Eligible Receivable:

"Eligible Receivable" shall mean each Pool Receivable arising out of the sale of inventory or the performance of services in the ordinary course of business by an Originator to an Obligor that is not an affiliate of an Originator; *provided, however*, that a Pool Receivable shall in no event be an Eligible Receivable if it is determined to be ineligible in

accordance with the Program Documentation.

Closing Date: On or before December 31, 2009.

Settlement Periods: Collections shall be settled on each business day and Yield (as defined below) paid on a monthly basis.

Yields and Fees: See Exhibit A.

Servicers: The Purchasers shall appoint FNIS (the "Parent Servicer") and a wholly-owned direct or indirect subsidiary of FNIS (the "Subsidiary Servicer") as their independent servicers (collectively in such capacity, the "Servicers") to service, administer and collect the Pool Receivables. The Servicers will collect, pursue delinquent obligations and prepare and deliver reports required under the Program Documentation, all in a manner consistent with its credit and collection policy and practices (the "Credit and Collection Policy") and in accordance with the terms of the Program Documentation. No material change may be made in the Credit and Collection Policy without prior written notice to the Agent. The Agent may review the books and records of the Servicers and may, at any time following an event of termination under the Program Documentation, appoint a successor Servicer.

Reports: The Servicers shall prepare and deliver to the Agent, for distribution to the Purchasers, (i) monthly (or, if a Triggering Event (as defined below) exists, weekly) Seller reports and such other information concerning the Net Receivables Pool Balance as agreed and (ii) if a Triggering Event exists, such additional information as determined by the Agent.

Field Examinations: Field examinations will be conducted by the Agent (or its designee) on an ongoing basis at regular intervals at the discretion of the Agent, to ensure the adequacy of the Receivables Pool and related reporting and control systems. It is anticipated that up to two field examinations per year will be conducted (and, absent the continuation of a Triggering Event, the Seller shall not be required to

pay for the cost of any more than two such field examinations in any year); *provided* that there shall be no limitation on the number or frequency of field examinations during the continuation of a Triggering Event.

- Purchases:** Subject to the terms of the Program Documentation, purchases of Receivable Interests (each, a “purchase”) shall be made on notice from the Seller to the Agent, (i) given on the third business day before the date of such purchase in the case of the purchase of any Receivable Interest initially bearing Yield determined on the basis of the LIBO Rate (as defined in Exhibit A) and (ii) given on the date of such purchase in the case of the purchase of any Receivable Interest initially bearing Yield determined on the basis of the Base Rate (as defined in Exhibit A).
- Application of Collections:** Collections shall be applied in accordance with the applicable provisions of the receivables purchase agreement.
- Triggering Event:** “Triggering Event” shall mean any of the following events: (i) the Termination Date, (ii) the occurrence of an event of termination under the Program Documentation or (iii) the failure to comply with the financial test to be set forth in the Program Documentation.
- Collection Accounts:** All Collections shall be initially received by the Subsidiary Servicer and deemed to be held in trust for the Agent by the Subsidiary Servicer pending the prompt transfer of such Collections to lockboxes and concentration accounts under the control of the Agent pursuant to arrangements reasonably satisfactory to the Agent. It is understood and agreed that all accounts of the Subsidiary Servicer shall be subject to an account control agreement in favor of the Agent.
- Security Interests and Financing Statements:** The obligations of the Seller shall be secured by a first priority perfected security interest in all assets of the Seller. In addition to proper financing statements naming the Seller as debtor and the Agent as secured

party, proper financing statements naming each Originator as debtor, the Seller as secured party and the Agent as assignee, shall be filed under the Uniform Commercial Code of all relevant jurisdictions.

Conditions Precedent to the Closing:

The documentation for the receivables purchase program described herein (the "Program Documentation") will contain closing conditions customarily found in agreements for similar receivables purchase programs and other conditions appropriate to the specific program and in any event including, without limitation, satisfactory and enforceable documentation and deliveries (including, without limitation, a receivables purchase agreement, a receivables sales agreement, lock box agreements, deposit account control agreements, undertakings by FNIS, proper financing statements, good standing certificates, organizational documents, legal opinions and collateral documents), payment of all fees and expenses, solvency of the transaction parties and absence of material adverse effect.

Conditions Precedent to Each Investment Event:

On the date of any purchase (and on the date on which Yield in respect of any Capital Investment is converted to a different interest rate or continued for an additional period at the same interest rate, except in the case of a conversion of Yield from a rate based on the LIBO Rate to a rate based on the Base Rate) (each, an "Investment Event"), (a) all reports and other information required by the Program Documentation to have been delivered to the Agent or the Purchasers shall have been delivered, (b) there shall exist no event of termination or potential event of termination under the Program Documentation, (c) the representations and warranties of the Seller, the Servicers and each Originator under the Program Documentation shall be true and correct immediately prior to, and after giving effect to, such Investment Event and (d) the purchase or reinvestment, as applicable, being made at the time of such Investment Event shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently.

Representations and Warranties:

The Program Documentation will contain representations and warranties applicable to the Seller, the Guarantors and (as applicable) the Servicers, which are substantially the same as those in the FNIS Credit Facility (as defined below), with such modifications thereto and such other provisions (including representations and warranties of the Servicers) customarily found in similar receivables purchase programs and other representations and warranties appropriate to the specific program, including with respect to: enforceability of Program Documentation, ownership of Receivables and other related assets, absence of liens, compliance with the Credit and Collection Policy and no default under material agreements or the Program Documentation.

“FNIS Credit Facility” means the Credit Agreement dated as of January 18, 2007, as amended, among FNIS, the lenders party thereto, JPMCB, as administrative agent, and the other parties thereto.

Affirmative, Negative and Financial Covenants:

The Program Documentation will contain affirmative, negative and financial covenants applicable to the Seller, the Guarantors and (as applicable) the Servicers, which are substantially the same as those in the FNIS Credit Facility, with such modifications thereto and such other provisions customarily found in similar receivables purchase programs and other covenants appropriate to the specific program.

Financial Reporting Requirements:

The Program Documentation will contain financial reporting requirements of the Servicers and the Seller, as applicable, which are substantially the same as those in the FNIS Credit Facility, with such modifications thereto and such other provisions customarily found in similar receivables purchase programs and other provisions appropriate to the specific program, including, without limitation, monthly consolidated financial reports if a Triggering Event exists. If a Triggering Event exists, the Servicers and the Seller shall provide such additional information as may be reasonably required by the Agent.

The Seller shall provide (a) annual financial statements within 105 days of year-end and (b) quarterly financial statements within 60 days of quarter-end, in each case certified by a principal financial officer.

Other Reporting Requirements:

The Program Documentation will contain other reporting requirements customarily found in documents for similar receivables purchase programs and other reporting requirements appropriate to the specific program, including, without limitation, with respect to litigation or any potential event of termination, at such times and in form and substance reasonably satisfactory to the Agent.

Events of Termination:

The Program Documentation will contain events of termination, which are substantially the same as the events of default in the FNIS Credit Facility, with such modifications thereto and such other provisions customarily found in similar receivables purchase programs and other events of termination appropriate to the specific program (with grace periods as applicable).

Indemnification:

The Program Documentation will contain customary indemnification provisions by the Originators in favor of the Seller and its assignees, and by the Seller and the Servicers in favor of the Agent, each Purchaser and each of their respective affiliates, and the respective officers, directors, employees, agents and advisors of each of them.

Expenses:

The Seller shall pay all (i) reasonable costs and expenses of the Agent (including all reasonable fees, expenses and disbursements of outside counsel and internal and external per diem field examination costs) in connection with the preparation, execution and delivery of the Program Documentation and the funding of all purchases, the administration of the transactions contemplated by the Program Documentation and any amendment or waiver of any provision of the Program Documentation and (ii)

costs and expenses (including reasonable fees, expenses and disbursements of counsel) in connection with the enforcement of any of their rights and remedies under the Program Documentation, any refinancing of the transactions contemplated by the Program Documentation in the nature of a “work-out” or any insolvency or bankruptcy proceeding or any legal proceeding relating to or arising out of the transactions contemplated by the Program Documentation.

Assignments and Participations:

Assignments must be in a minimum amount of \$5 million and are subject to the approval of the Agent and the Seller (in each case, not to be unreasonably withheld or delayed and, in the case of the Seller, shall not be required during the continuance of an event of termination under the Program Documentation) except, in each case, with respect to any assignment to a Purchaser, an affiliate of a Purchaser or a fund engaged in investing in commercial loans that is advised or managed by a Purchaser. No participation shall include voting rights, other than for matters requiring consent of 100% of the Purchasers.

Requisite Purchasers:

Purchasers holding more than 50% of the outstanding commitments and/or exposure under the Program (the “Requisite Purchasers”).

Amendments and Waivers:

Requisite Purchasers except for provisions customarily requiring super-majority or unanimous approval.

Miscellaneous:

The Program Documentation will include standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes), in each case substantially the same as those in FNIS Credit Facility, to the extent applicable to the Program, with such modifications thereto and such other provisions as may be agreed between the Seller, the Originators and the Agent.

Governing Law and Submission to Jurisdiction:

State of New York.

Counsel to Agent:

Davis Polk & Wardwell.

\$145,000,000 RECEIVABLES PURCHASE PROGRAM
YIELD AND FEES

Yield:

Capital Investments shall bear a "Yield", at the option of the Seller, at one of the following rates:

(i) the Applicable Margin (as defined below) *plus* the Base Rate (as defined below), payable monthly in arrears; or

(ii) the Applicable Margin *plus* the current LIBO rate as quoted by Telerate Page 3750, adjusted for reserve requirements, if any, and subject to customary change of circumstance provisions, for Yield periods of one, two, three or six months or, to the extent available to all Purchasers, nine or twelve months (the "LIBO Rate"), payable at the end of each Yield period (or every three months with respect to Yield periods of three months or longer).

"Applicable Margin" means (i) 2.25% per annum, in the case of Capital Investments having Yield determined on the basis of the Base Rate, and (ii) 3.25% per annum, in the case of Capital Investments having Yield determined on the basis of the LIBO Rate:

"Base Rate" means a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Agent's prime rate in effect on such day, (b) the federal funds effective rate in effect on such day plus 0.50% and (c) the LIBO Rate for a one month interest period on such day (or if such day is not a business day, the immediately preceding business day) plus 1.00%.

No more than 5 LIBO Rate periods may be in effect at any one time.

During the continuance of an event of termination under the Program Documentation, the Yield payable with respect to Capital Investments will increase by an additional 2% per annum.

Unused Commitment Fee:

From and after the Closing Date, a non-refundable unused commitment fee will accrue at the rate of 1.00% per annum on the daily average unused portion of the Program Limit (whether or not then available), payable monthly in arrears and on the Termination Date.

Fees Paid to Market:

A non-refundable upfront fee (the "Upfront Fee") will be paid to the Purchasers on the Closing Date in an aggregate amount equal to 1.00% of the Program Limit; *provided* that the Upfront Fee payable to each Purchaser that is also a Consenting Metavante Lender, shall be reduced by the amount of the amendment fee paid to such Consenting Metavante Lender pursuant to Amendment No. 1 to the Metavante Credit Facility.

For purposes hereof, (i) "Metavante Credit Facility" means the Credit Agreement dated as of November 1, 2007, as amended, among Metavante Technologies, Inc., Metavante Corporation, the lenders party thereto, JPMCB, as administrative agent, and the other parties thereto and (ii) "Consenting Metavante Lender" means each lender under the Metavante Credit Facility that is a signatory to Amendment No. 1 to the Metavante Credit Facility.

[Form of FNIS Assignment Agreement]

Reference is made to the Credit Agreement, dated as of November 1, 2007 (as amended by Amendment No. 1 dated as of April 30, 2009 and effective as of _____), 2009 and as further 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 1 hereto (the "Assignor") and [FNIS Loan Purchaser] (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 Agreement, (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 Agreement and to purchase the Assigned Interest, (c) 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 (d) represents and warrants that it has no knowledge of any non-public information (other than information made available to the Lenders) that could reasonably be expected to be material to the Assignor's decision to enter into this Assignment Agreement.
4. The effective date of this Assignment Agreement shall be the Effective Date of Assignment described in Schedule 1 hereto (the "Effective Date"). Following the execution of this Assignment Agreement, 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.
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. The Assignee acknowledges and agrees that no interest shall accrue with respect to the Assigned Interest from and after the Effective Date and immediately and simultaneously upon the effectiveness hereof, the Assigned Interest shall be deemed to have been cancelled and no longer outstanding for all purposes of the Credit Agreement and the other Loan Documents. The Assignee further acknowledges and agrees that it shall not obtain any rights as a Lender under the Credit Agreement or the other Loan Documents by virtue of the Assigned Interest. From and after the Effective Date, the Assignor shall, to the extent provided in this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.
6. This Assignment Agreement 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 Agreement to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

Schedule 1
to Assignment Agreement with respect to
the Credit Agreement, dated as of November 1, 2007, as amended
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: [FNIS Loan Purchaser]

Effective Date of Assignment: _____

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned
_____	\$ _____	_____ %

[FNIS Loan Purchaser]

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:

APPENDIX I
SUBSIDIARY GUARANTY SUPPLEMENT

[_____], 2009

JPMorgan Chase Bank, N.A., as Administrative Agent
1111 Fannin Street, Floor 10
Houston, Texas 77002-6925

Attention: _____

Re: Credit Agreement dated as of January 18, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Fidelity National Information Services, Inc., a Georgia corporation, the Designated Borrowers from time to time party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A., as L/C Issuer, Swing Line Lender and Administrative Agent, and Bank of America, N.A., as Swing Line Lender.

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement and (ii) the Amended and Restated Subsidiary Guaranty dated as of September 12, 2007, made by the Subsidiary Guarantors party thereto in favor of the Guaranteed Parties described therein (such Amended and Restated Subsidiary Guaranty, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Subsidiary Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Subsidiary Guaranty**"). The capitalized terms defined in the Subsidiary Guaranty or in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability.* (a) Each of the undersigned hereby, jointly and severally with the other Subsidiary Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations. Without limiting the generality of the foregoing, each of the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Guaranteed Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each of the undersigned, and by its acceptance of this Guaranty Supplement, the Administrative Agent, on behalf of itself and each other

Guaranteed Party, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Subsidiary Guaranty and the Guaranteed Obligations of each of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Guaranteed Obligations of each Subsidiary Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Guaranteed Parties and each of the undersigned hereby irrevocably agree that the Guaranteed Obligations of each of the undersigned Guarantors under this Guaranty Supplement and the Subsidiary Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of the undersigned under this Guaranty Supplement and the Subsidiary Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Subsidiary Guaranty, each of the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Guaranteed Party under this Guaranty Supplement, the Subsidiary Guaranty, Article 10 of the Credit Agreement or any other guaranty, it will contribute, to the maximum extent permitted by applicable law, such amounts to each other Subsidiary Guarantor so as to maximize the aggregate amount paid to the Guaranteed Parties under or in respect of the Loan Documents.

(d) Each of the undersigned hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Guaranteed Obligations of the undersigned and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Guaranteed Obligations of such other Loan Party, it being understood that the undersigned or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

Section 2. *Guaranteed Obligations Under the Guaranty.* Each of the undersigned hereby agrees, as of the date first above written, to be bound as a Subsidiary Guarantor by all of the terms and conditions of the Subsidiary Guaranty to the same extent as each of the other Subsidiary Guarantors thereunder. Each of the undersigned further agrees, as of the date first above written, that each reference in the Subsidiary Guaranty to an “**Additional Subsidiary Guarantor**” or a “**Subsidiary Guarantor**” shall also mean and be a reference to it, and each reference in any other Loan Document to a “**Subsidiary Guarantor**” or a “**Loan Party**” shall also mean and be a reference to each of the undersigned.

Section 3. *Delivery by Telecopier.* This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 4. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY SUPPLEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

Very truly yours,

METAVANTE TECHNOLOGIES, INC.

By: _____
Name:
Title:

METAVANTE CORPORATION

By: _____
Name:
Title:

[ADDITIONAL METAVANTE SUBS]

By: _____
Name:
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name:
Title:

APPENDIX II:

1. [Form for opinion of Nelson Mullins Riley & Scarborough, LLP] Each of the Opinion Parties¹ is a [corporation, limited liability company or limited partnership (as applicable)] validly existing under the laws of the _____ . The opinion in the immediately preceding sentence is based solely upon review of copies of certificates issued by the _____ of the State of _____ for each of the Opinion Parties, and is limited to the meaning ascribed to such certificates by the State of _____ and to the status of each of the Opinion Parties on the date of the certificate relating to it. Each of the Opinion Parties has the [corporate, limited liability company or limited partnership (as applicable)] power and authority to execute and deliver the Opinion Documents² to which it is a party and to perform its obligations thereunder. Each of the Opinion Parties has duly authorized the execution and delivery of the Opinion Documents to which it is a party and the performance of its obligations thereunder. The execution and delivery by each of the Opinion Parties of each Opinion Document to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder such performance would not, result in any violation of the Organizational Documents of the Opinion Parties or the [applicable organizational statute].³

[Form for opinion of Quarles & Brady LLP] Each of the Opinion Parties is a corporation or limited liability company validly existing under the laws of the state of its incorporation or formation. Each Opinion Party is in good standing, active status or other comparable status under the laws of its state of incorporation or formation. The opinions in the preceding sentences are based solely upon our review of certificates from the Secretaries of State (or comparable office) of the jurisdiction in which the applicable Opinion Party is incorporated, organized or formed. Each of the Opinion Parties has the corporate or limited liability company power and authority to execute and deliver the Opinion Documents to which it is a party and to perform its obligations thereunder. Each of the Opinion Parties has duly authorized the execution and delivery of the Opinion Documents to which it is a party and the performance of its obligations

¹ The "Opinion Parties" are Holdings, the Borrower, any Subsidiary of the Borrower that executes any Opinion Document, FNIS and any other subsidiary of FNIS that executes any Opinion Document.

² The "Opinion Documents" are (i) the Amendment, (ii) the Borrower Supplemental Agreement, (iii) the Amendment No. 1 to Guarantee and Collateral Agreement, and (iv) the FNIS Loan Party Guaranty.

³ The opinions in paragraph 1 will only be given for Opinion Parties organized and existing under the laws of the following jurisdictions: (i) with respect to FNIS and its subsidiaries (other than Holdings and its subsidiaries), California, Delaware, District of Columbia, Florida, Georgia, Maryland and New York, and (ii) with respect to Holdings and its subsidiaries, Arizona, California, Delaware, Michigan, Nevada and Wisconsin.

thereunder. The execution and delivery by each Opinion Party of the Opinion Documents to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder such performance would not, result in any violation of the articles or certificate of incorporation or bylaws, or the certificate of formation or limited liability company agreement, as applicable, of such Opinion Party. The execution and delivery by each Opinion Party of the Opinion Documents to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder, such performance would not, result in any violation of the articles or certificate of incorporation or bylaws, or the certificate of formation or limited liability company agreement, as applicable, of such Opinion Party.

2. The Opinion Parties have executed and delivered the Opinion Documents to which they are parties.
3. Each of the Opinion Documents to which an Opinion Party is a party constitutes the legal, valid and binding obligation of such Opinion Party, enforceable against such Opinion Party in accordance with its terms.
4. The execution and delivery by each Opinion Party of the Opinion Documents to which it is a party and the performance by such Opinion Party of its obligations thereunder (if such Opinion Party were to perform its obligations on the date hereof) do not: (i) constitute a default under or violate any of the terms, conditions or provisions of any document, agreement or other instrument identified on Schedule A hereto⁴; (ii) violate any applicable law of its jurisdiction of organization, the State of New York or federal law or regulation which, in our experience, is typically applicable to [corporations, limited liability companies, or limited partnerships (as applicable)] in relation to transactions of the type contemplated by the Opinion Documents; (iii) violate any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on any Opinion Party named therein of which we have knowledge; or (iv) result in or require the creation or imposition of any Lien on any asset of any Opinion Party under any of the documents, agreements and other instruments identified on Schedule A hereto.
5. No consent, approval, waiver, license or authorization or other action by or filing with the jurisdiction of organization of any Opinion Party⁵ or any New York State or federal

⁴ The FNIS Credit Agreement and its related guarantees and pledge agreement.

⁵ This opinion with respect to the laws of the jurisdiction of the Opinion Parties will be limited: (i) in the case of the opinion of Nelson Mullins Riley & Scarborough LLP, to Opinion Parties organized under the laws of California, Delaware, District of Columbia, Florida, Georgia, Maryland or New York (and will not extend to Holdings or any of its subsidiaries); and (ii) in the case of the opinion of Quarels & Brady LLP, to Opinion Parties organized under the laws of Arizona, California, Delaware, Michigan, Nevada Wisconsin (and will only extend to Opinion Parties consisting of Holdings or any of its subsidiaries). No such opinion will be required regarding the laws of any other jurisdiction of organization of any Opinion Party.

governmental authority is required in connection with the execution and delivery by such Opinion Party of the Opinion Documents to which it is a party or the performance by such Opinion Party of its payment obligations thereunder on the date hereof, except for those already obtained and in full force and effect.

APPENDIX III:

1. [Form for opinion of Nelson Mullins Riley & Scarborough, LLP] Each of the Opinion Parties¹ is a [corporation, limited liability company or limited partnership (as applicable)] validly existing under the laws of the _____ . The opinion in the immediately preceding sentence is based solely upon review of copies of certificates issued by the _____ of the State of _____ for each of the Opinion Parties, and is limited to the meaning ascribed to such certificates by the State of _____ and to the status of each of the Opinion Parties on the date of the certificate relating to it. Each of the Opinion Parties has the [corporate, limited liability company or limited partnership (as applicable)] power and authority to execute and deliver the Opinion Documents² to which it is a party and to perform its obligations thereunder. Each of the Opinion Parties has duly authorized the execution and delivery of the Opinion Documents to which it is a party and the performance of its obligations thereunder. The execution and delivery by each of the Opinion Parties of each Opinion Document to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder such performance would not, result in any violation of the Organizational Documents of the Opinion Parties or the [applicable organizational statute].³

[Form for opinion of Quarles & Brady LLP] Each of the Opinion Parties is a corporation or limited liability company validly existing under the laws of the state of its incorporation or formation. Each Opinion Party is in good standing, active status or other comparable status under the laws of its state of incorporation or formation. The opinions in the preceding sentences are based solely upon our review of certificates from the Secretaries of State (or comparable office) of the jurisdiction in which the applicable Opinion Party is incorporated, organized or formed. Each of the Opinion Parties has the corporate or limited liability company power and authority to execute and deliver the Opinion Documents to which it is a party and to perform its obligations thereunder. Each of the Opinion Parties has duly authorized the execution and delivery of the Opinion Documents to which it is a party and the performance of its obligations thereunder. The execution and delivery by each Opinion Party of the Opinion

¹ The "Opinion Parties" are FNIS, any other subsidiary of FNIS that executes any Opinion Document, Holdings, the Borrower, and any Subsidiary of the Borrower that executes any Opinion Document.

² The "Opinion Documents" are (i) the Debt Exchange and Joinder Agreement, (ii) the FNIS Credit Guaranty (being made by Holdings and certain of its subsidiaries), and (iii) the Pledge Agreement Supplement (as referenced in the Debt Exchange and Joinder Agreement).

³ The opinions in paragraph 1 will only be given for Opinion Parties organized and existing under the laws of the following jurisdictions: (i) with respect to FNIS and its subsidiaries (other than Holdings and its subsidiaries), California, Delaware, District of Columbia, Florida, Georgia, Maryland and New York, and (ii) with respect to Holdings and its subsidiaries, Arizona, California, Delaware, Michigan, Nevada and Wisconsin.

Documents to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder such performance would not, result in any violation of the articles or certificate of incorporation or bylaws, or the certificate of formation or limited liability company agreement, as applicable, of such Opinion Party. The execution and delivery by each Opinion Party of the Opinion Documents to which it is a party does not, and if each of the Opinion Parties were now to perform its obligations thereunder, such performance would not, result in any violation of the articles or certificate of incorporation or bylaws, or the certificate of formation or limited liability company agreement, as applicable, of such Opinion Party.

2. The Opinion Parties have executed and delivered the Opinion Documents to which they are parties.
3. Each of the Opinion Documents to which an Opinion Party is a party constitutes the legal, valid and binding obligation of such Opinion Party, enforceable against such Opinion Party in accordance with its terms.
4. The execution and delivery by each Opinion Party of the Opinion Documents to which it is a party and the performance by such Opinion Party of its obligations thereunder (if such Opinion Party were to perform its obligations on the date hereof) do not: (i) constitute a default under or violate any of the terms, conditions or provisions of any document, agreement or other instrument identified on Schedule A hereto⁴; (ii) violate any applicable law of its jurisdiction of organization, the State of New York or federal law or regulation which, in our experience, is typically applicable to [corporations, limited liability companies, or limited partnerships (as applicable)] in relation to transactions of the type contemplated by the Opinion Documents; (iii) violate any judgment, writ, injunction, decree, order or ruling of any court or governmental authority binding on any Opinion Party named therein of which we have knowledge; or (iv) result in or require the creation or imposition of any Lien on any asset of any Opinion Party under any of the documents, agreements and other instruments identified on Schedule A hereto.
5. No consent, approval, waiver, license or authorization or other action by or filing with the jurisdiction of organization of any Opinion Party⁵ or any New York State or federal

⁴ The Metavante Credit Agreement and its related guarantees and the Guarantee and Collateral Agreement (as defined therein).

⁵ This opinion with respect to the laws of the jurisdiction of the Opinion Parties will be limited: (i) in the case of the opinion of Nelson Mullins Riley & Scarborough LLP, to Opinion Parties organized under the laws of California, Delaware, District of Columbia, Florida, Georgia, Maryland or New York (and will not extend to Holdings or any of its subsidiaries); and (ii) in the case of the opinion of Quarels & Brady LLP, to Opinion Parties organized under the laws of Arizona, California, Delaware, Michigan, Nevada or Wisconsin (and will only extend to Opinion Parties consisting of Holdings or any of its subsidiaries). No such opinion will be required regarding the laws of any other jurisdiction of organization of any Opinion Party.

governmental authority is required in connection with the execution and delivery by such Opinion Party of the Opinion Documents to which it is a party or the performance by such Opinion Party of its payment obligations thereunder on the date hereof, except for those already obtained and in full force and effect.

6. No Opinion Party is an "investment company" and none of the Opinion Parties is a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.
 7. The making of the Tranche C Term Loans under the FNIS Credit Agreement, and the use of proceeds thereof, do not violate Regulations T, U or X of the Board of Governors of the Federal Reserve System.
 8. The execution and delivery of the Pledge Agreement Supplement (the "Pledge Supplement") is effective to create, in favor of the Collateral Agent (as defined in the FNIS Pledge Agreement) for the benefit of the Secured Parties (as defined in the FNIS Pledge Agreement), as security for the Secured Obligations (as defined in the FNIS Pledge Agreement), a valid security interest (the "Article 9 Security Interest") in the right, title and interest of [name of FNIS entity that will hold the capital stock of Holdings] executing such Pledge Supplement as the "grantor" in the issued and outstanding capital stock of Holdings described therein in which a security interest may be created pursuant to Article 9 of the Uniform Commercial Code (the "Article 9 Collateral") as in effect in the State of New York on the date hereof (the "UCC").
 9. To the extent that the filing of a Uniform Commercial Code financing statement in the State of _____ is effective under the UCC to perfect a security interest in the Article 9 Collateral, the Article 9 Security Interest in the Article 9 Collateral will be perfected upon the filing of Uniform Commercial Code financing statements in the forms attached hereto as Exhibit A (the "Financing Statements") in the filing office located in the applicable jurisdiction that is indicated thereon.
 10. Assuming that the certificates evidencing the "Pledged Equity" specifically listed on Schedule II to the Pledge Supplement (in either bearer form or registered form), in each case indorsed by an appropriate person in blank or accompanied by instruments of transfer or assignment in blank duly executed by an appropriate person, have been delivered on or prior to the date hereof to the Collateral Agent, and have been continuously held by the Collateral Agent since such delivery, in each case in the State of New York, then, on the date hereof: (i) such security interest is perfected; (ii) the Collateral Agent has, for the benefit of the Secured Parties, control (within the meaning
-

of Section 8-106 of the UCC) of such Pledged Equity; and (iii) assuming the absence of notice of any adverse claim (as defined in Sections 8-102(a)(1) and 8-105 of the UCC) thereto on the part of any Secured Party, the Collateral Agent will be a protected purchaser (within the meaning of Section 8-303(a) of the UCC) of such security interest in such Pledged Equity.

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: _____, _____

To: JPMorgan Chase Bank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of November 1, 2007 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"; the terms defined therein being used herein as therein defined), among Metavante Technologies, Inc., Metavante Corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time party thereto (the "Lenders"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent").

The undersigned, a Responsible Officer of Fidelity National Information Services, Inc. ("FNIS"), hereby certifies as of the date hereof that he/she is the _____ of FNIS, and that, as such, he/she is authorized to execute and deliver this Compliance Certificate to the Administrative Agent on the behalf of FNIS and its Restricted Subsidiaries, and hereby certifies on behalf of FNIS that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. Attached hereto as Schedule 1 are the year-end audited financial statements of FNIS and its Subsidiaries required by Section 6.1(a) of the Agreement for the fiscal year of FNIS ended as of the above date, together with the report and opinion of the independent certified public accountant required by such Section.

[Use following paragraph 1 for fiscal quarter financial statements]

1. Attached hereto as Schedule 1 are the unaudited financial statements of FNIS and its Subsidiaries required by Section 6.1(b) of the Agreement for the fiscal quarter of FNIS ended as of the above date. Such financial statements fairly present in all material respects the financial condition, results of operations, shareholders' equity and cash flows of FNIS and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.

2. To the knowledge of the undersigned Responsible Officer, FNIS has caused to be made, a review of the activities of FNIS and its Restricted Subsidiaries in regard to the matters relevant to this Compliance Certificate

during such fiscal period and has required that the results thereof be reported to the undersigned Responsible Officer.

[select one:]

[To the knowledge of the undersigned Responsible Officer after taking into account the review reports described above, no Default has occurred during such fiscal period and is continuing on the Financial Statement Date.]

—or—

[To the knowledge of the undersigned Responsible Officer after taking into account the review reports described above, the following is a list of each Default (and its nature and status) that has occurred during such fiscal period and is continuing on the Financial Statement Date:]

3. The financial covenant analyses and information set forth on Schedule 2 attached hereto are delivered in compliance with Section 6.2(b).

4. Attached hereto as Schedule 3 is a description of all events, conditions or circumstances during the fiscal quarter ended as of the above date requiring a mandatory prepayment under Section 2.11 of the Agreement (excluding (i) any Asset Sale or Recovery Event regarding which the Borrower has notified the Administrative Agent by delivery of a Reinvestment Notice that the Borrower intends to reinvest the Net Cash Proceeds thereof, provided that either such reinvestment has been made on or before the Reinvestment Prepayment Date or the Reinvestment Prepayment Date has not occurred during such period and (ii) events that will not cause a mandatory prepayment in reliance on Section 2.11(e) of the Agreement), in each case as required by Section 6.2(f) of the Agreement.

5. The aggregate principal amount of the "Swing Line Loans" and "Revolving Credit Loans" (each as defined in the FNIS Credit Agreement) that were drawn for the purpose of credit card settlements and outstanding on the Financial Statement Date is \$_____, of which \$_____ (the "**Repaid Amount**") was repaid within three Business Days after the Financial Statement Date, and the Total Indebtedness set forth in Schedule 2 has been reduced by the Repaid Amount.

IN WITNESS WHEREOF, the undersigned Responsible Officer has executed this Certificate on behalf of FNIS as of _____.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: _____

Name:

Title:

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SCHEDULE 1
to the Compliance Certificate

[Audited or unaudited financial statements required by Section 6.1(a) or (b) of the Agreement]

SCHEDULE 2
to the Compliance Certificate
(\$ in 000's)

For the Quarter/Year ended _____ (“Financial Statement Date”)

“Subject Period” means the four consecutive fiscal quarters ending on the Financial Statement Date.

All Section references refer to the Agreement.

I. Section 7.10(a)—Leverage Ratio¹

A. Consolidated EBITDA of the Consolidated Companies

1. Consolidated Net Income:	\$ _____
2. The sum of the amount which, in the determination of Consolidated Net Income for such period, was deducted for, without duplication:	
(i) total interest expense:	\$ _____
(ii) income, franchise and similar taxes:	\$ _____
(iii) depreciation and amortization expense (including amortization of intangibles, goodwill and organization costs):	\$ _____
(iv) letter of credit fees:	\$ _____
(v) non-cash expenses resulting from any employee benefit or management compensation plan or the grant of stock and stock options to employees of FNIS or any of its Subsidiaries pursuant to a written plan or agreement or the treatment of such options under variable plan accounting:	\$ _____
(vi) extraordinary charges:	\$ _____
(vii) non-cash amortization (or write offs) of financing costs (including debt discount, debt issuance costs and commissions and other fees associated with Indebtedness, including the Loans):	\$ _____
(viii) cash expenses incurred in connection with the FNIS Merger, or, to the extent permitted under the Agreement, any Investment permitted under Section 7.2 (including any Permitted Acquisition), Equity Issuance or Debt Issuance (in each case, whether or not consummated):	\$ _____

¹ Calculated as of the end of any fiscal quarter of FNIS for the Subject Period.

(ix) losses realized upon the Disposition of property or assets outside of the ordinary course of business:	\$ _____
(x) to the extent actually reimbursed, expenses incurred to the extent covered by indemnification provisions in any agreement in connection with a Permitted Acquisition:	\$ _____
(xi) to the extent covered by insurance, expenses with respect to liability or casualty events or business interruption:	\$ _____
(xii) [intentionally omitted]:	\$ _____
(xiii) non-cash purchase accounting adjustment and any non-cash write-up, write-down or write-off with respect to re-valuing assets and liabilities in connection with the FNIS Merger or any Investment permitted under Section 7.2 (including any Permitted Acquisition):	\$ _____
(xiv) non-cash losses from Joint Ventures and non-cash minority interest reductions:	\$ _____
(xv) fees and expenses in connection with exchanges or refinancings permitted by Section 7.11:	\$ _____
(xvi) (A) non-cash, non-recurring charges with respect to employee severance, (B) other non-cash, non-recurring charges so long as such charges described in this clause (B) do not result in a cash charge in a future period (except as permitted in clause (xvi)(C)) and (C) non-recurring charges other than those referred to in clauses (A) and (B) so long as such charges described in this clause (C) do not exceed \$30,000,000 during any fiscal year:	\$ _____
(xvii) other expenses or charges reducing Consolidated Net Income which do not represent a cash item in such period or any future period:	\$ _____
Total	\$ _____
3. The sum of the amount which, in the determination of Consolidated Net Income, has been included for:	
(i) non-cash gains (other than with respect to cash actually received) and extraordinary gains:	\$ _____
(ii) gains realized upon the Disposition of property outside of the ordinary course of business:	\$ _____
Total	\$ _____
4. Unrealized losses/gains in respect of Swap Contracts:	\$ _____

5. Consolidated EBITDA (Line I.A.1 + Total for I.A.2 — Total for I.A.3 (+/-) Line I.A.4)

\$

B. Total Indebtedness at the Financial Statement Date

1. The aggregate Outstanding Amount of all Loans and all "Loans" (as defined in the FNIS Credit Agreement), the aggregate undrawn amount of all outstanding trade "Letters of Credit" and all "Unreimbursed Amounts" (each as defined in the FNIS Credit Agreement);²

\$

2. The sum of the following other Indebtedness of the Consolidated Companies, in each case other than Specified Non-Recourse Indebtedness:³

(i) all obligations for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements:

\$

(ii) the maximum available amount of all letters of credit (including standby and commercial) and bankers' acceptances, in each case solely to the extent drawn and unreimbursed:

\$

(iii) all obligations to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet, to the extent (A) indemnified for the payment thereof by a solvent Person reasonably acceptable to the Administrative Agent or (B) amounts to be applied to the payment therefore are in escrow):

\$

² The amount to be reported on Item 1 shall be reduced by the Repaid Amount referred in paragraph 5 of the Compliance Certificate (i.e. the amount of any outstanding "Swing Line Loans" and "Revolving Credit Loans" (each as defined in the FNIS Credit Agreement) drawn for the purpose of credit card settlements that were repaid within three Business Days after the Financial Statement Date).

³ Item 2 shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person.

(iv) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse (the amount for purposes of this Item (iv) shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith): \$ _____

(v) all Attributable Indebtedness: \$ _____

(vi) all indebtedness or similar financing obligations under any Securitization Financing: \$ _____

(vii) all Guarantees of FNIS and its Subsidiaries of any of items (i) through (vi): \$ _____

Subtotal: \$ _____

3. Total Indebtedness (Item 1 + Subtotal for Item 2):⁴ \$ _____

Leverage Ratio (Line I.B.3 ÷ Line I.A.5) _____ : 1.00

Maximum permitted:

Period Ending Date	Leverage Ratio
March 31, 2009 through December 31, 2009	3.5:1.0
March 31, 2010 and thereafter	3.25:1.0

⁴ To be reduced, in the case of any Indebtedness of a Majority-Owned Subsidiary, by an amount directly proportional to the amount by which Consolidated EBITDA determined pursuant to Section I.A. above was reduced (including through the calculation of Consolidated Net Income) by the elimination of a minority interest in such Majority-Owned Subsidiary owned by a Person other than a Consolidated Company.

II. Section 7.10(b)—Interest Coverage Ratio⁵

A. Consolidated EBITDA of FNIS and its Subsidiaries (Line I.A.5 above): \$ _____

B. Consolidated Interest Charges of the Consolidated Companies for the Subject Period, which is the amount payable with respect to:

1. total interest expense payable in cash plus pay-in-kind interest in respect of all obligations (in each case other than Specified Non-Recourse Indebtedness) for borrowed money and all obligations evidenced by bonds, debentures, notes, loan agreements or similar instruments or agreements (including the interest component under Capitalized Leases, but excluding, to the extent included in interest expense, (i) fees and expenses associated with the consummation of the Transaction, (ii) annual agency fees paid to the Administrative Agent, (iii) costs associated with obtaining Swap Contracts, (iv) fees and expenses associated with any Investment permitted under Section 7.2, Equity Issuance or Debt Issuance (whether or not consummated) and (v) amortization of deferred financing costs): \$ _____

2. interest income with respect to Cash on Hand: \$ _____

Consolidated Interest Charges Total (Line II.B.1 — Line II.B.2) _____

Interest Coverage Ratio (Line II.A ÷ Line II.B) :1.00

Minimum required:

	Period Ending Date	Interest Coverage Ratio
March 31, 2009 and thereafter		4.00:1

⁵ Calculated as of the end of any fiscal quarter of FNIS for the four fiscal quarters ending on the Financial Statement Date.

SCHEDULE 3
to the Compliance Certificate
(Items required by Section 6.2(f) of the Agreement)

Mandatory Prepayment Events:

FNIS LOAN PARTY GUARANTY AGREEMENT

FNIS LOAN PARTY GUARANTY AGREEMENT, dated as of [____], 2009 (this "**Guaranty**"), made by the Persons listed on the signature pages hereof under the caption "FNIS Guarantors" and the Additional FNIS Guarantors (as defined in Section 24) (such Persons so listed and the Additional FNIS Guarantors being, collectively, the "**FNIS Guarantors**"), 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 party to the Credit Agreement, dated as of November 1, 2007 (as amended by Amendment No. 1, dated as of April 30, 2009 and effective as of the date hereof ("**Amendment No. 1**") and as further amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among METAVANTE TECHNOLOGIES, INC. ("**Holdings**"), METAVANTE CORPORATION (the "**Borrower**"), the Lenders, the Administrative Agent and certain other agents party thereto.

W I T N E S S E T H:

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, in connection with the Credit Agreement, Holdings and certain of its subsidiaries (the "**Metavante Guarantors**") entered into the Guarantee and Collateral Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Metavante Guarantee and Collateral Agreement**"), in favor of the Administrative Agent, for the ratable benefit of the Guaranteed Parties (as defined below);

WHEREAS, Holdings and the Borrower have advised the Administrative Agent and the Lenders that Fidelity National Information Services, Inc. ("**FNIS**") intends to merge Delaware LLC, a wholly-owned subsidiary of FNIS ("**FNIS Merger Sub**"), with the FNIS Merger Sub as the surviving entity (the "**FNIS Merger**"), pursuant to the Agreement and Plan of Merger dated as of March 31, 2009 among FNIS, Holdings and FNIS Merger Sub (the "**FNIS Merger Agreement**");

WHEREAS, in connection with the FNIS Merger, FNIS and the Borrower desire to restructure the Loans under the Credit Agreement pursuant to the terms of Amendment No. 1; and

WHEREAS, it is a condition precedent to the effectiveness of Amendment No. 1 that the FNIS Guarantors shall have executed and delivered this Guaranty to the Administrative Agent for the ratable benefit of the Guaranteed Parties. Each FNIS Guarantor will derive substantial direct and indirect benefits from the transactions contemplated by the Credit Agreement, the other Loan Documents and the FNIS Merger Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into Amendment No. 1, each FNIS Guarantor hereby agrees with the Administrative Agent, for the ratable benefit of the Guaranteed Parties, as follows:

SECTION 1. Defined Terms. (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.

(b) The following terms shall have the following meanings:

“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 Guaranty, 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).

“Guaranteed 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.

“Guarantor Obligations”: with respect to any FNIS Guarantor, any and all obligations and liabilities of such FNIS Guarantor which may arise under or in connection with this Guaranty or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement to which such FNIS 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 the extent required) to be paid by such FNIS Guarantor pursuant to the terms of this Guaranty or any other Loan Document).

“Guarantors”: the collective reference to each FNIS Guarantor and each Metavante Guarantor.

“Metavante Guaranty”: the guarantee of the Metavante Guarantors set forth in Section 2 of the Metavante Guarantee and Collateral Agreement or in an Assumption Agreement thereto.

“Obligations”: (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each FNIS Guarantor, its Guarantor Obligations.

SECTION 2. Guaranty. (a) Each of the FNIS Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Guaranteed 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 FNIS Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such FNIS Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 3).

(c) Each FNIS Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such FNIS Guarantor hereunder without impairing the guarantee contained herein or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) This Guaranty 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 herein 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 FNIS Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such FNIS Guarantor in respect of the Borrower Obligations or any payment received or collected from such FNIS Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such FNIS 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).

SECTION 3. *Right of Contribution.* Each FNIS Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder or under the Metavante Guaranty, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder or thereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 4 and Section 2.3 of the Metavante Guaranty. The provisions of this Section 3 shall in no respect limit the obligations and liabilities of any FNIS Guarantor to the Administrative Agent and the Lenders, and each FNIS Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such FNIS Guarantor hereunder.

SECTION 4. *No Subrogation.* Notwithstanding any payment made by any Guarantor hereunder or under the Metavante Guaranty 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 or under the Metavante Guaranty, 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 10 hereof or as set forth in Section 6.5 of the Metavante Guaranty (as applicable).

SECTION 5. *Amendments, etc. with respect to the Borrower Obligations.* Each FNIS Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any FNIS Guarantor and without notice to or further assent by any FNIS 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 herein or any property subject thereto.

SECTION 6. *Guarantee Absolute and Unconditional.* Each FNIS 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 herein or acceptance of the guarantee contained herein; 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 herein; 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 guarantees contained herein and the Metavante Guaranty. Each FNIS 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 FNIS Guarantor understands and agrees that the guarantee contained herein 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 FNIS Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such FNIS Guarantor under the guarantee contained herein, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any FNIS 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 FNIS 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 FNIS Guarantor. For the purposes hereof “**demand**” shall include the commencement and continuance of any legal proceedings.

SECTION 7. Reinstatement. The guarantee contained herein 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.

SECTION 8. Payments; Payments Free and Clear of Taxes. (a) Each FNIS Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

(b) Any and all payments by any FNIS Guarantor under this Guaranty or any other Loan Document shall be made in accordance with the terms of the Credit Agreement, including the provisions of Section 2.19 of the Credit Agreement (and such FNIS Guarantor shall make such payments of Non-Excluded Taxes and Other Taxes to the extent described in Section 2.19), as though such payments were made by the Borrower.

SECTION 9. Covenants. Each FNIS Guarantor covenants and agrees that, so long as any part of the Guarantor Obligations shall remain unpaid, any Letter of Credit shall be outstanding or not otherwise provided for in full in a manner reasonably satisfactory to the Administrative Agent or any Lender shall have any Commitment, such FNIS Guarantor will perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Loan Documents on its or their part to be performed or observed or that Holdings or the Borrower has agreed to cause such FNIS Guarantor or such Restricted Subsidiaries to perform or observe.

SECTION 10. Application of Proceeds. The Administrative Agent shall apply any proceeds of the guarantee set forth herein 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 Guaranty 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 Guaranteed Parties according to the amounts of the Obligations then due and owing and remaining unpaid to the Guaranteed Parties;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, pro rata among the Guaranteed Parties according to the amounts of the Obligations then held by the Guaranteed 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.

SECTION 11. *Amendments, Release of FNIS Guarantors, etc.* No amendment or waiver of any provision of this Guaranty and no consent to any departure by any FNIS Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the FNIS Guarantors (with the consent of the requisite number of Lenders specified in the Credit Agreement) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. An FNIS Guarantor (other than FNIS) shall automatically be released from this Guaranty and its obligations hereunder (a) upon consummation of any transaction or designation permitted by the Credit Agreement as a result of which such FNIS Guarantor (i) ceases to be a Restricted Subsidiary, (ii) ceases to be a Subsidiary or (iii) becomes a Foreign Subsidiary or a Domestic Subsidiary of a Foreign Subsidiary, in each case to the extent permitted by the Credit Agreement (*provided* that no such release shall occur if such FNIS Guarantor is a guarantor in respect of Permitted Subordinated Indebtedness) or (b) if FNIS determines that such FNIS Guarantor is no longer required under Section 6.12 of the Credit Agreement to be an "FNIS Subsidiary Guarantor" (as defined in the Credit Agreement) and gives notice to that effect to the Administrative Agent. The Administrative Agent will, at the Borrower's expense, execute and deliver to such FNIS Guarantor such documents as the Borrower shall reasonably request to evidence the release of such FNIS Guarantor from its guarantee hereunder pursuant to this Section 11; *provided* that the Borrower shall have delivered to the Administrative Agent a written request therefor and a certificate of the Borrower to the effect that the transaction, designation or determination, as the case may be, is in compliance with the Loan Documents. The Administrative Agent shall be authorized to rely on any such certificate without independent investigation.

SECTION 12. *Notices.* All notices, requests and demands to or upon the Administrative Agent or any FNIS Guarantor 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 FNIS Guarantor shall be addressed to such FNIS Guarantor in care of FNIS at the address specified in Section 11.02 of the FNIS Credit Agreement.

SECTION 13. *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 11), 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.

SECTION 14. Enforcement Expenses; Indemnification. (a) Each FNIS Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such FNIS Guarantor under the guarantee contained herein or otherwise enforcing or preserving any rights under this Guaranty and the other Loan Documents to which such FNIS 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 FNIS Guarantor agrees to pay, indemnify 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 in connection with any of the transactions contemplated by this Guaranty (to the same extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement).

(c) Each FNIS 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 Guaranty (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 14 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

SECTION 15. Successors and Assigns. This Guaranty shall be binding upon the successors and permitted assigns of each FNIS Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; *provided that* no FNIS Guarantor may assign, transfer or delegate any of its rights or obligations under this Guaranty without the prior written consent of the Administrative Agent.

SECTION 16. *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 FNIS Guarantor, any such notice being expressly waived by each FNIS Guarantor 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 FNIS Guarantor. Each Lender agrees promptly to notify the relevant FNIS Guarantor 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.

SECTION 17. *Counterparts.* This Guaranty may be executed by one or more of the parties to this Guaranty 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.

SECTION 18. *Severability.* Any provision of this Guaranty 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.

SECTION 19. *Section Headings.* The Section headings used in this Guaranty are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 20. *Integration.* This Guaranty and the other Loan Documents represent the agreement of the FNIS Guarantors, 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.

SECTION 21. *Governing Law.* THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 22. *Submission To Jurisdiction; Waivers.* Each FNIS Guarantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Guaranty 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 FNIS Guarantor at its address referred to in Section 12 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.

SECTION 23. Acknowledgements. Each FNIS Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Guaranty 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 FNIS Guarantor arising out of or in connection with this Guaranty or any of the other Loan Documents, and the relationship between the FNIS Guarantors, 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 FNIS Guarantors and the Lenders.

SECTION 24. Guaranty Supplements. Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Annex A hereto (each, a "**Guaranty Supplement**"), (a) such Person shall be referred to as an "**Additional FNIS Guarantor**" and shall become and be a FNIS Guarantor hereunder, and each reference in this Guaranty to a "**FNIS Guarantor**" shall also mean and be a reference to such Additional FNIS Guarantor, and each reference in any other Loan Document to a "**Guarantor**" or "**FNIS Subsidiary Guarantor**" shall also mean and be a reference to such Additional FNIS Guarantor, and (b) each reference herein to "**this Guaranty**", "**hereunder**", "**hereof**" or words of like import referring to this Guaranty, and each reference in any other Loan Document to the "**FNIS Loan Party**"

Guaranty, **“thereunder”**, **“thereof”** or words of like import referring to this Guaranty, shall mean and be a reference to this Guaranty as supplemented by such Guaranty Supplement.

SECTION 25. Waiver of Jury Trial. EACH FNIS GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature page(s) to follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Guaranty to be duly executed and delivered as of the date first above written.

FNIS GUARANTORS:

FIDELITY NATIONAL INFORMATION SERVICES, INC.

Name:
Title:

[EACH OTHER FNIS LOAN PARTY]

Name:
Title:

FORM OF GUARANTY SUPPLEMENT

JPMorgan Chase Bank, N.A., as Administrative Agent
1111 Fannin Street, Floor 10
Houston, Texas 77002-6925

Attention: _____

Re: Credit Agreement dated as of November 1, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Metavante Technologies, Inc., Metavante Corporation, the several banks and other financial institutions or entities from time to time party thereto, Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc, as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent (the "**Administrative Agent**").

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement and (ii) the FNIS Loan Party Guaranty Agreement dated as of [_____], 2009, made by the FNIS Guarantors (as defined therein) party thereto in favor of the Administrative Agent, for the ratable benefit of the Guaranteed Parties described therein (such Guaranty Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Guaranty**"). The capitalized terms defined in the Guaranty or in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability.* (a) The undersigned hereby, jointly and severally with the other FNIS Guarantors, absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guarantor Obligations. Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guarantor Obligations and would be owed by any other Loan Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Administrative Agent, on behalf of itself and each other Guaranteed Party, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Guaranty and the

Guarantor Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Guarantor Obligations of each FNIS Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Guaranteed Parties and the undersigned hereby irrevocably agree that the Guarantor Obligations of the undersigned Guarantor under this Guaranty Supplement and the Guaranty at any time shall be limited to the maximum amount as will result in the Guarantor Obligations of the undersigned under this Guaranty Supplement and the Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Guaranty, the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to the Administrative Agent or any Guaranteed Party under this Guaranty Supplement, the Guaranty or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Administrative Agent and the other Guaranteed Parties under or in respect of the Loan Documents.

(d) The undersigned hereby agrees that any Indebtedness owed by it to another Loan Party shall be subordinated to the Guarantor Obligations of the undersigned and that any Indebtedness owed to it by another Loan Party shall be subordinated to the Guarantor Obligations of such other Loan Party, it being understood that the undersigned or such other Loan Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Default has occurred and is continuing.

Section 2. *Guarantor Obligations Under the Guaranty.* The undersigned hereby agrees, as of the date first above written, to be bound as a FNIS Guarantor by all of the terms and conditions of the Guaranty to the same extent as each of the other FNIS Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Guaranty to an “**Additional FNIS Guarantor**” or a “**FNIS Guarantor**” shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to a “**Guarantor**”, “**FNIS Subsidiary Guarantor**” or a “**Loan Party**” shall also mean and be a reference to the undersigned.

Section 3. *Delivery by Telecopier.* This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

SECTION 4. *Governing Law.* THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. *Submission To Jurisdiction; Waivers.* The undersigned 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 it at the address set forth in Section 12 of the Guaranty 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.

SECTION 6. *Waiver of Jury Trial.* THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTY SUPPLEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

Very truly yours,

[NAME OF ADDITIONAL FNIS
GUARANTOR]

By: _____

Name:

Title:

Address: [_____]

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name:
Title:

SUBORDINATION TERMS

Section 1. *Agreement to Subordinate.* The Company's obligations to [INSERT NAME OF LENDER] (the "**Subordinated Lender**") under this [INSERT NAME OF DOCUMENT] (the "**Subordinated Obligations**") are subordinated in right of payment, to the extent and in the manner provided in [this Note/Instrument], to the prior payment of all Senior Debt. "**Senior Debt**" shall include the Obligations (as defined in the Credit Agreement dated as of November 1, 2007 (as in effect from time to time, the "**Credit Agreement**") among Metavante Technologies, Inc., Metavante Corporation, the several banks and other financial institutions or entities from time to time parties thereto, Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent (the "**Administrative Agent**")), and "**Senior Lenders**" means the holders from time to time of the Senior Debt. The subordination provisions of [this Note/Instrument] are for the benefit of and enforceable by the Senior Lenders.

Section 2. *Liquidation, Dissolution, Bankruptcy.* Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) the Senior Lenders are entitled to receive payment in full in cash of all Senior Debt, including all interest accrued or accruing on the Senior Debt after the commencement of any bankruptcy, insolvency or reorganization or similar case or proceeding at the contract rate (including, without limitation, any contract rate applicable upon default) specified in the Credit Agreement, whether or not the claim for the interest is allowed or allowable as a claim in the case or proceeding with respect to the Senior Debt (only such payment constituting "**payment in full**") before the Subordinated Lender will be entitled to receive any payment of principal or interest on the Subordinated Obligations (except for payments made in permitted junior securities or from a satisfaction and discharge or defeasance trust); and

(2) until the Senior Debt is paid in full, any payment or distribution to which the Subordinated Lender would be entitled but for these subordination provisions shall instead be made to the Senior Lenders as their interests may appear.

Section 3. *Default on Senior Debt.* (a) The Company shall not pay the principal of or interest on the Subordinated Obligations (“**pay the Subordinated Obligations**”) if either of the following occurs (each a “**Payment Default**”) (i) at the time any Senior Debt has not been paid in full in cash when due, whether at maturity, upon acceleration, or otherwise, and the default has not been cured or waived or (ii) any other default on the Senior Debt occurs and the maturity of the Senior Debt is accelerated in accordance with its terms, unless such acceleration has been rescinded or such Senior Debt has been paid in full in cash.

(b) During the continuance of any default other than a Payment Default with respect to any Senior Debt pursuant to which the maturity thereof may be accelerated immediately without further notice (except any notice that may be required to effect acceleration) or upon the expiration of a grace period, the Company may not pay the Subordinated Obligations for a period (a “**Payment Blockage Period**”)

(1) commencing upon the receipt by the Company of written notice of default from the Administrative Agent specifying an election to effect a Payment Blockage Period (a “**Blockage Notice**”) and

(2) ending 179 days thereafter (or earlier if the Payment Blockage Period is terminated) (i) by written notice to the Company from the Administrative Agent, (ii) by repayment in full of such Senior Debt or (iii) because the default giving rise to the Blockage Notice is no longer continuing.

Subject to the preceding paragraph, unless the Senior Lenders have accelerated the maturity of the Senior Debt, the Company may resume payments on the Subordinated Obligations after the Payment Blockage Period.

(c) Not more than one Blockage Notice may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to the Senior Debt during such period. No default which existed or was continuing on the date of the commencement of any Payment Blockage Period may be made the basis of the commencement of a subsequent Payment Blockage Period by the Senior Lenders, whether or not within a period of 360 consecutive days, unless the default has been cured or waived for a period of not less than 90 consecutive days.

Section 4. *When Distribution Must Be Paid Over.* If a payment or other distribution is made to the Subordinated Lender that because of these subordination provisions should not have been made to it, the Subordinated Lender shall hold it in trust for the Senior Lenders and pay it over to them as their interests may appear.

Section 5. *Subrogation*. For purposes of subrogation, a distribution made under these subordination provisions to the Senior Lenders which otherwise would have been made to the Subordinated Lender is not, as between the Company and the Subordinated Lender, a payment by the Company on the Senior Debt. After all Senior Debt is paid in full and until the Subordinated Obligations are paid in full, the Subordinated Lender will be subrogated to the rights of the Senior Lenders to receive payments in respect of the Senior Debt.

Section 6. *Relative Rights; Subordination Not to Prevent Events of Default or Limit Right to Accelerate*. These subordination provisions define the relative rights of the Subordinated Lender and the Senior Lenders and do not impair, as between the Company and the Subordinated Lender, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Subordinated Obligations in accordance with their terms. The failure to make a payment pursuant to the Subordinated Obligations by reason of these subordination provisions does not prevent the occurrence of a Default, nor do these subordination provisions prevent the Subordinated Lender from exercising its available remedies upon a Default, subject to the rights of the Senior Lenders to receive distributions otherwise payable to the Subordinated Lender.

Section 7. *Subordination May Not Be Impaired By Company*. No right of any Senior Lender to enforce the subordination of the Subordinated Obligations will be impaired by any act or failure to act by the Company or by its failure to comply with [Sections 1–9].

Section 8. *Subordinated Lender Entitled to Rely*. For the purpose of ascertaining the outstanding amount of the Senior Debt, the Senior Lenders, and all other information relevant to making any payment or distribution to the Senior Lenders pursuant to [Sections 1–9], the Subordinated Lender is entitled to rely upon an order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 2 above are pending, a certificate of the liquidating trustee or other person making a payment or distribution to the Subordinated Lender, or information provided by the Senior Lenders or the Administrative Agent.

Section 9. *Reliance by Senior Lenders on Subordination Provisions; No Waiver*. (a) The Subordinated Lender acknowledges and agrees that these subordination provisions are, and are intended to be, an inducement and a consideration to each Senior Lender, whether the Senior Debt was created or acquired before or after the incurrence of the Subordinated Obligations, to acquire or to hold the Senior Debt, and each Senior Lender will be deemed conclusively to have relied on these subordination provisions in acquiring and holding such Senior Debt.

(b) The Senior Lenders may, at any time and from time to time, without the consent of or notice to the Subordinated Lender, without incurring any liability or responsibility to the Subordinated Lender, and without impairing the rights of the Senior Lenders under these subordination provisions, do any of the following:

- (1) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, the Senior Debt or any instrument evidencing the same or any agreement under which the Senior Debt is outstanding or secured;
- (2) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing the Senior Debt;
- (3) release any person liable in any manner for the payment of the Senior Debt; or
- (4) exercise or refrain from exercising any rights against the Company and any other person.

BORROWER SUPPLEMENTAL AGREEMENT

THIS BORROWER SUPPLEMENTAL AGREEMENT (this "**Agreement**"), dated as of _____, 2009, is entered into between Metavante Corporation, a Wisconsin corporation (the "**Borrower**"), and JPMorgan Chase Bank, N.A. (the "**Administrative Agent**") under that certain Credit Agreement dated as of November 1, 2007 (as amended by Amendment No. 1 dated April 30, 2009 and effective as of the date hereof ("**Amendment No. 1**") and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Metavante Technologies, Inc., the Borrower, the several banks and other financial institutions or entities from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent, and the Administrative Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

The Borrower and the Administrative Agent hereby agree as follows:

1. The Borrower hereby represents and warrants to the Administrative Agents and the Lenders that:

(a) The execution, delivery and performance by the Borrower of this Agreement (i) are within its corporate or other powers, (ii) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (iii) do not and will not (A) contravene the terms of the articles of incorporation or bylaws of the Borrower, (B) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 7.1 of the Credit Agreement), or require any to be made under, (1) any Permitted Subordinated Indebtedness, (2) any other Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or any of its Subsidiaries or (3) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which the Borrower or its properties is subject or (C) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (B) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect;

(b) This Agreement has been duly executed and delivered by the Borrower. This Agreement constitutes a legal, valid and binding

obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity; and

(c) The schedules attached hereto as Schedules 1.1(C), 4.15, 7.1, 7.2, 7.3, 7.8 and 7.9 accurately set forth the information required for such schedules under the Credit Agreement as amended by Amendment No. 1.

2. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

3. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER CONSENTS, FOR ITSELF AND IN ASPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

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IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

METAVANTE CORPORATION

By: _____
Name:
Title:

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

Schedule 1.1(C)

UNRESTRICTED SUBSIDIARIES

(FIS and MV)

None.

Schedule 1.1C

Schedule 4.15
SUBSIDIARIES*
(FIS and MV)

See Attached Organization Chart

* Unless otherwise noted by indicating a percentage (%), each entity is wholly-owned by its parent and each identified as being less than fifty-one percent (51%) owned is by definition not a Subsidiary.
Schedule 4.15

FIS(GA) (Certeqy) = Pgs 1 & 2

OLD FIS (Alltel) = Pgs 3 & 4

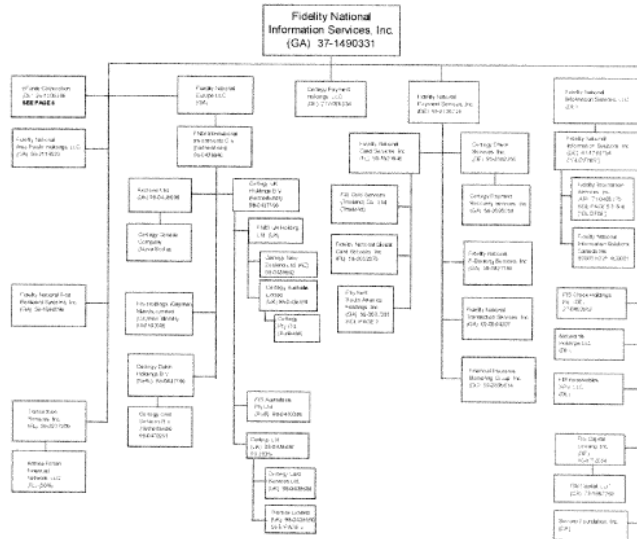
INTERCEPT = P 5

FISH B V = P 5

EFUNDS CORP= P 6

METAVANTE = P 7

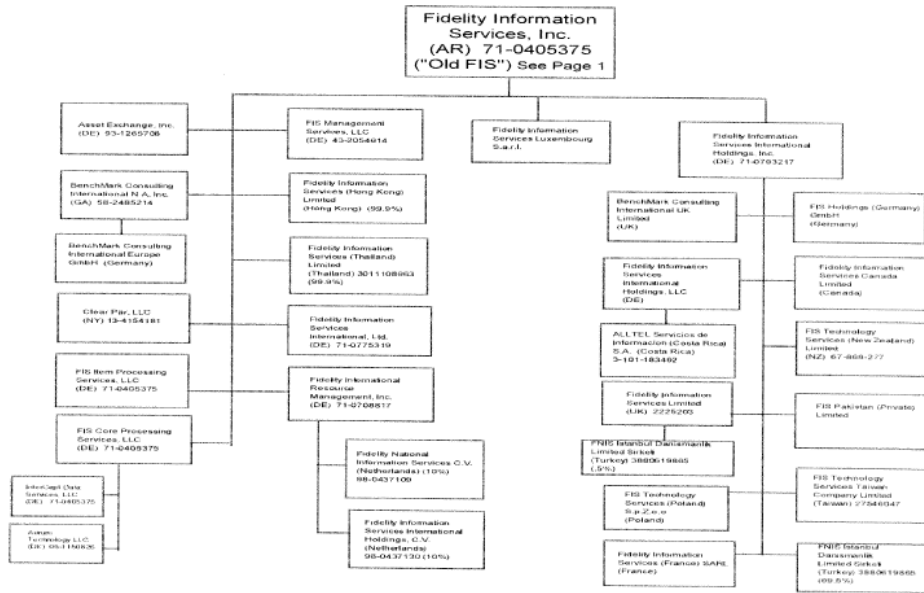
FIDELITY NATIONAL INFORMATION SERVICES, INC.



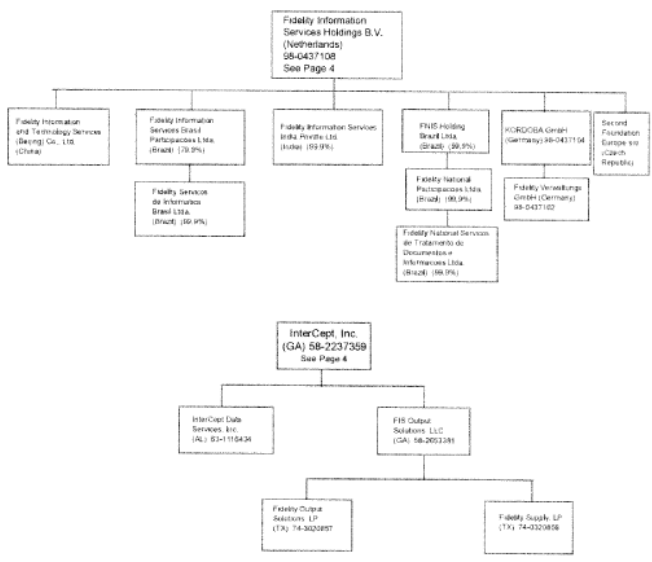
Unless otherwise noted, all ownership is 100%



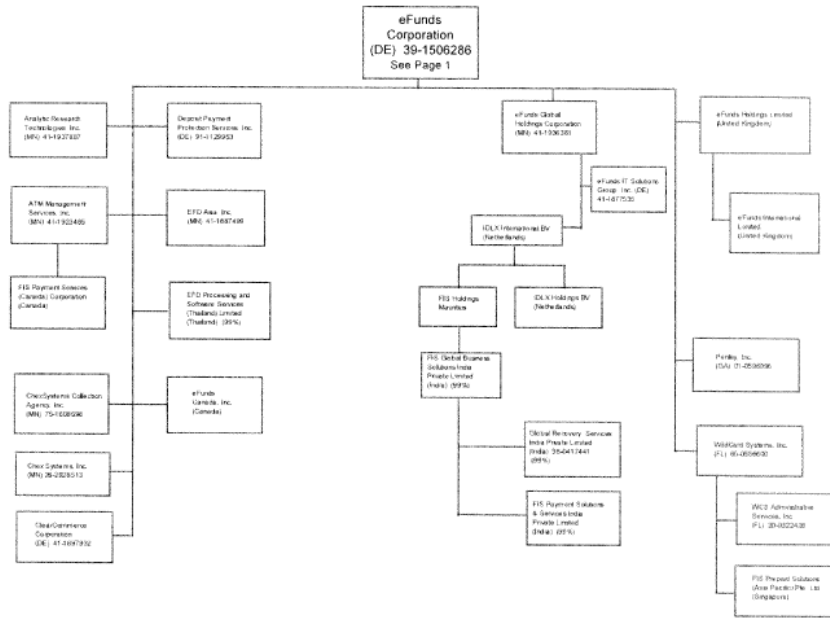
Unless otherwise noted, all ownership is 100%



Unless otherwise noted, all ownership is 100%

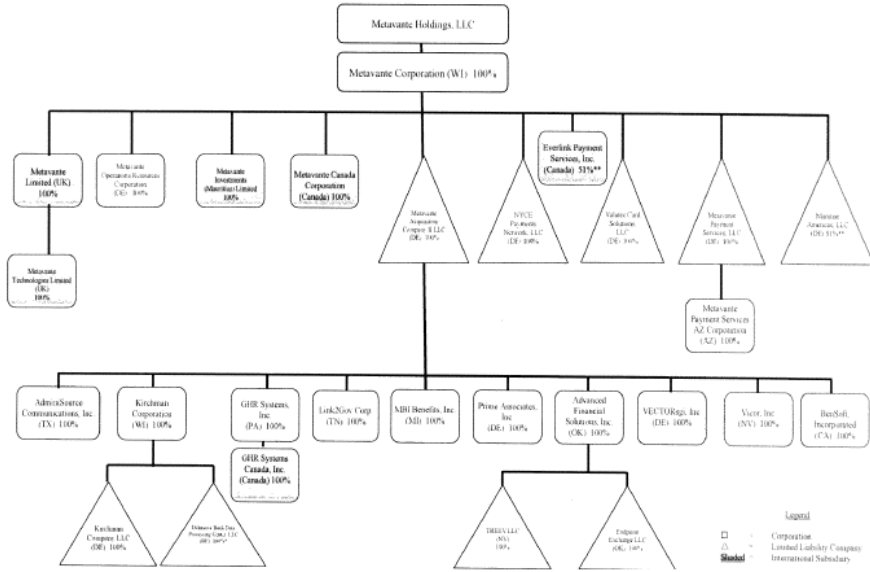


Unless otherwise noted, all ownership is 100%



Unless otherwise noted, all ownership is 100%

METAVANTE HOLDINGS, LLC — SUBSIDIARY STRUCTURE
Current as of October 1, 2009



* DDC Acquisition Company LLC changed its name to Delmarva Bank Data Processing Center, LLC effective July 20, 2009
** Joint venture agreements in place

Schedule 7.1

EXISTING LIENS

(FIS)

1. Liens in connection with equipment leased pursuant to the Master Lease Agreement dated September 26, 2001 between Fidelity National Information Services, Inc. and GATX Technology Services Corporation.
2. Liens in connection with equipment leased by Fidelity National Information Services, Inc. from CIT Technology Financing Services, Inc.
3. Liens in connection with equipment leased by Fidelity National Information Services, Inc. from IBM Credit LLC.
4. Liens in connection with vendor purchase money lines of credit for equipment purchased by Fidelity National Information Services, Inc. from Pitney Bowes, Inc.
5. Liens in connection with vendor purchase money lines of credit (including but not limited to the purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).
6. Security interest between Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) and Sirrom Capital Corporation recorded with the U.S. Trademark Office on June 3, 1996 under Reel/Frame 1471/0212.
7. Security interest between Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) and Moore Corporation Limited recorded with the USPTO on January 27, 2000 under Reel/Frame 2027/0599.
8. Fidelity National Information Solutions, Inc. (f.k.a. Vista Information Solutions, Inc.) is one of several parties (including Vista DMS, Inc., Vista Environmental Information, Inc., E/Risk Information Services, Geosure, Inc., Geosure L.P., NRC Insurance Services, Inc., NRC Acquisition, LLC, Ensite Corporation of Denver, Ecosearch Acquisition, Inc. & Ecosearch Environmental Resources, Inc.) named in a security agreement with Moore North America, Inc. and Moore Corporation Ltd. signed on December 17, 1999.
9. Aurum Technology LLC (f.k.a. Aurum Technology, Inc.) is party to a security agreement with Fleet National Bank (Boston) for Copyright Registration Nos. TXu 302-455 and TXu 506-509. It appears that these registration may have been acquired by NewTrend, L.P., however, no assignment was recorded with the Copyright Office.
10. Liens in connection with equipment leased by Certegy Check Services, Inc. from IBM Credit Corporation,
11. Liens in connection with equipment leased pursuant to the Master Equipment Leased Agreement dated May 6, 2003 between Certegy Check Services, Inc. and Relational, LLC f/k/a Relational

Schedule 7.1

Funding Corporation, as assigned to IBM Credit LLC and Banc of America Leasing & Capital, LLC.

12. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.
13. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated July 17, 2003 between Certegy Check Services, Inc. and Arrow Financial Services LLC, as assigned to AFS Receivables Master Trust 1999.
14. Liens in connection with accounts purchased pursuant to the Account Purchase Agreement dated April 16, 2004 between Certegy Check Services, Inc. and Cavalry SPV I, LLC.
15. Liens in connection with equipment leased by Certegy Check Services, Inc. from Fidelity National Capital, LLC (f.k.a. FNF Capital, LLC).
16. Liens in connection with equipment leased by Certegy Payment Recovery Services, Inc. from IBM Credit LLC.
17. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Bell & Howell Financing Services Company.
18. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Oce Financial Services, Inc. and Oce North American, Inc.
19. Liens in connection with equipment leased by Fidelity National Card Services, Inc. from Alfa Financial Corporation dba OFC Capital.
20. Liens in connection with equipment leased pursuant to the Master Lease Agreement between Fidelity National Payment Services, Inc. and Hewlett-Packard Financial Services, Inc.
21. Liens granted in connection with Lease Agreement (Florida Property) dated December 30, 1999 between SunTrust Bank, Atlanta, as Lessor, and Equifax, Inc. (predecessor in interest to the Company), as Lessee, and all related documents, as further set forth in Schedule 7.3.
22. Liens granted in connection with equipment leased pursuant to Master Lease and Financing Agreement between Compaq Financial Services Corporation and eFunds Corporation dated as of February 2, 2001.
23. Liens granted in connection with equipment leased pursuant to Lease Intended as Security between Banc of America Leasing & Capital LLC and Wildcard Systems, Inc. dated as of August 24, 2004.
24. Liens granted in connection with equipment leased pursuant to Second Amended and Restated Loan and Security Agreement between Heller Financial Leasing, Inc. and Wildcard Systems, Inc. dated as of July 1, 2005.
25. Liens granted in connection with equipment leased pursuant to Oracle License and Services Agreement (OLSAv080703-7224-30-Sep-03) and Ordering Document between Oracle USA, Inc. and eFunds Corporation dated as of August 18, 2005.

Schedule 7.1

26. Liens in connection with equipment leased by ClearCommerce Corporation from CitiCapital Technology Finance, Inc.
27. Liens granted in connection with the Capital Leases listed on Schedule 7.3.
28. Liens granted pursuant to that certain Receivables Purchase Agreement dated October 1, 2009 among FIS Receivables SPV, LLC, Fidelity National Information Services, Inc., each of the Receivables Administrators (as defined therein) party thereto, each of the Purchasers (as defined therein) party thereto and JPMorgan Chase Bank, N.A., as agent, and that certain Receivables Sale Agreement dated October 1, 2009 among Fidelity National Information Services, Inc., each of the Originators (as defined therein) party thereto and the FIS Receivables SPV, LLC.
29. Liens identified on attached charts.
30. Liens identified on MV Schedule 7.1 attached hereto.

Schedule 7.1

Fidelity National Information Services, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Georgia — Central Index	Banc of America Leasing & Capital, LLC	06706001573	02/15/06	Leased aircraft	
Georgia — Central Index	Banc of America Leasing & Capital, LLC	06706001574	02/15/06	Leased aircraft	Amendment filed 11/30/06, file number 06706012097, deleting as co-debtor Fidelity National Financial, Inc.; Amendment #006836 filed number 006836 to change name/address to debtor
Georgia — Central Index	Bank of America, N.A.	06706001575	02/15/06	Leased aircraft	
Georgia — Central Index	CIT Technology Financing Services, Inc.	00706015323	08/25/06	Leased equipment	
Georgia — Central Index	CIT Technology Financing Services, Inc.	00706017369	09/26/06	Leased equipment	
Georgia — Central Index	FNF Capital, LLC	06706010713	10/20/06	Leased equipment	Assignment filed 11/08/06, file number 06706011368, to Fifth Third Bank
Georgia — Central Index	FNF Capital, LLC	06706010730	10/20/06	Leased equipment	Assignment filed 11/08/06, file number 06706011367, to Fifth Third Bank
Georgia — Central Index	FNF Capital, LLC	06006013233	10/26/06	Leased equipment	Assignment filed 1/24/07, file number 060200701108, to RBS Asset Finance, Inc.
Georgia — Central Index	FNF Capital, LLC	06006013235	10/27/06	Leased equipment	Assignment #060200701996 filed 02/12/2007 to US Bancorp Equipment Finance, Inc.; Assignment #060200701993 filed 02/12/2007 to US Bancorp Equipment Finance, Inc.; Partial Assignment #0602008-10701 filed 10/28/2008 to CIT Technology Financing Services, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Georgia — Central Index	FNF Capital, LLC	06006013237	10/27/06	Leased equipment	Amendment #0602008-11964 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	FNF Capital, LLC	06706011916	11/22/06	Leased equipment	Assignment #012833 filed 12/18/2006 to Fifth Third Bank
Georgia — Central Index	FNF Capital, LLC	06006014480	11/28/06	Leased equipment	Amendment #0603008-11963 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	FNF Capital, LLC	06006014987	12/11/06	Leased equipment	Assignment filed 3/05/07, file number 060200702782, to Bank of the West
Georgia — Central Index	FNF Capital, LLC	06006014988	12/11/06	Leased equipment	Assignment filed 3/05/07, file number 060200702781, to Bank of the West
Georgia — Central Index	FNF Capital, LLC	060200615665	12/27/06	Leased equipment	Amendment #0602008-11959 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Bank of the West — Equipment Leasing	007-2007-297	01/04/07	Leased equipment	
Georgia — Central Index	Bank of the West — Equipment Leasing	007-2007-298	01/04/07	Leased equipment	
Georgia — Central Index	Bank of the West — Equipment Leasing	007-2007-303	01/04/07	Leased equipment	
Georgia — Central Index	RBS Asset Finance, Inc.	007-2007-655	01/10/07	Leased equipment	
Georgia — Central Index	RBS Asset Finance, Inc.	007-2007-891	01/16/07	Leased equipment	
Georgia — Central Index	FNF Capital, LLC	060200702322	02/21/07	Leased equipment	Amendment #0602008-11956 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court Fulton County, GA	US Bancorp	060200702405	02/23/2007	Copier lease	
Georgia — Central Index	Fifth Third Bank	67-2007-03380	03/22/07	Leased equipment	
Georgia — Central Index	Fifth Third Bank	67-2007-03564	03/27/07	Leased equipment	

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Georgia — Central Index	Fifth Third Bank	67-2007-03565	03/27/07	Leased equipment	
Georgia — Central Index	Fifth Third Bank	67-2007-03584	03/27/07	Leased equipment	
Georgia — Central Index	Fifth Third Bank	67-2007-03585	03/27/07	Leased equipment	
Georgia — Central Index	Fifth Third Bank	67-2007-03587	03/27/07	Leased equipment	
Clerk of Superior Court Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-04411	04/10/2007	Leased equipment	Amendment #0602008-11944 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	0602007-05141	04/27/07	Leased equipment	Amendment #0602008-11940 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	0602007-06069	05/18/07	Leased equipment	Amendment #0602008-11938 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-13289	07/03/07	Leased equipment	Amendment #0072008025734 filed 12/11/2008 to change name/address of secured party; Amendment #0072008025757 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-13523	07/06/07	Leased equipment	Amendment #0072008025755 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-13526	07/06/07	Leased equipment	Assignment #007-2007-20899 filed 10/15/2007 to US Bancorp Equipment Finance, Inc.; Amendment #0072008025723 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-13844	07/11/07	Leased equipment	Amendment #0072008025725 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14025	07/13/07	Leased equipment	Amendment #0072008025726 filed 12/11/2008 to change name/address of secured party; Amendment #0072008025753 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	DDI Leasing, Inc.	007-2007-14197	07/17/07	Leased equipment	
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14515	07/20/07	Leased equipment	Amendment filed 08/09/07, file number 007-2007-16181, changing debtor's name to Fidelity National Information Services, Inc.; Amendment #0072008025764 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14517	07/20/07	Leased equipment	Amendment filed 08/09/07, file number 007-2007-16180, changing debtor's name to Fidelity National Information Services, Inc.; Amendment #0072008025721 filed 12/11/2008 to change name/address of secured party; Amendment #0072008025763 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14518	07/20/07	Leased equipment	Amendment #0072008025731 filed 12/11/2008 to change name/address of secured party; Amendment #0072008025762 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14519	07/20/07	Leased equipment	Amendment #0072008025719 filed 12/11/2008 to change name/address of secured party Amendment #0072008025761 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	007-2007-14520	07/20/07	Leased equipment	Amendment #0072008025720 filed 12/11/2008 to change name/address of secured party; Amendment #0072008025760 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	0602007-10360	08/24/07	Leased equipment	Amendment #007200812016 filed 12/11/2008 to change name/address of secured party; Amendment #007200120573 filed 12/11/2008 to change name/address of secured party
Georgia — Central Index	Fidelity National Capital, LLC	0602007-10361	08/24/07	Leased equipment	Amendment #007200812015 filed 12/11/2008 to change name/address of secured party; Amendment #007200812058 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-12945	10/26/2007	Leased equipment	Amendment #0602008-12013 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12055 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-13218	11/02/2007	Leased equipment	Amendment #0602008-12010 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12053 filed 12/11/2008 to change name/address of secured party; Assignment #0602009-07350 filed 09/03/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-22725	11/08/2007	Leased equipment	Assignment #0602008-927 filed 1/15/2008 to Fifth Third Bank; Amendment #0602008-025717 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-14145	11/27/2007	Leased equipment	Assignment #0602008-05504 filed 5/27/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-14147	11/27/2007	Leased equipment	Amendment #0602008-12006 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12045 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-14148	11/27/2007	Leased equipment	Amendment #0602008-12005 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12046 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-14149	11/27/2007	Leased equipment	Amendment #0602008-12004 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12047 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602007-14238	11/29/2007	Leased equipment	Assignment #0602008-00193 filed 01/07/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-00360	01/09/2008	Leased equipment	Assignment #0602008-03036 filed 03/18/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-02218	02/28/2008	Leased equipment	Assignment #0602008-03027 filed 03/18/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-02217	02/28/2008	Leased equipment	Assignment #0602008-03035 filed 03/18/2008 to Fifth Third Bank
Superior Court Barrow County, GA — UCC Lien	DDI Leasing, Inc.	007-2008-6091	03/24/2008	Software and other equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-03477	03/31/2008	Leased equipment	Amendment #0602008-12079 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-04302	04/22/2008	Leased equipment	Assignment #0602008-04630 filed 05/01/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-04693	05/02/2008	Leased equipment	Assignment #0602008-5225 filed /5/20/2008 to M&I Equipment Finance Company; Amendment #0602008-12077 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-05064	05/14/2008	Leased equipment	Amendment #0602008-11997 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12075 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-06386	06/19/2008	Leased equipment	Amendment #0602008-11994 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-05503	05/27/2008	Leased equipment	Assignment #0602008-05829 filed 06/04/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-06746	06/27/2008	Leased equipment	Amendment #0602008-12036 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12070 filed 12/11/2008 to change name/address of secured party; Assignment #0602008-12381 filed 12/22/2008 to Associated Bank, N.A.
Delaware Department of State — UCC Liens	Banc of America Leasing & Capital, LLC	20082254520	07/01/2008	Aircraft pursuant to Aircraft Lease Agreement filed solely for precautionary purposes	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-07156	07/11/2008	Leased equipment	Amendment #0602008-11991 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12034 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-07158	07/11/2008	Leased equipment	Assignment #0602008-07793 filed 07/28/2008 to M&I Equipment Finance Company; Amendment #0602008-11992 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-07611	07/23/2008	Leased equipment	Assignment #0602008-08241 filed 08/11/2008 to M&I Equipment Finance Company; Amendment #0602008-11989 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-07767	07/28/2008	Leased equipment	Assignment #0602008-08111 filed 08/07/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-07848	07/30/2008	Leased equipment	Amendment #0602008-11988 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12032 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-08000	08/04/2008	Leased equipment	Amendment #0602008-11987 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12031 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-08432	08/18/2008	Leased equipment	Amendment #0602008-11986 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12030 filed 12/11/2008 to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09068	09/05/2008	Leased equipment	Assignment #0602008-09365 filed 09/15/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09069	09/05/2008	Leased equipment	Assignment #0602008-09364 filed 09/15/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09081	09/05/2008	Leased equipment	Amendment #0602008-11984 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12028 filed 12/11/2008 to change name/address of secured party; Assignment #0602008-12383 filed 12/22/2008 to Associated Bank, N.A.
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09112	09/08/2008	Leased equipment	Amendment #0602008-11983 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12027 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	OFC Capital Corporation	0602008-09492	09/18/2008	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09550	09/22/2008	Leased equipment	Amendment #0602008-11982 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12026 filed 12/11/2008 to change name/address of secured party; Assignment #0602008-12382 filed 12/22/2008 to Associated Bank, N.A.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09650	09/23/2008	Leased equipment	Amendment #0602008-11981 filed 12/11/2008 to name/address of secured party; Amendment #0602008-12025 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09792	09/26/2008	Leased equipment	Assignment #0602008-10111 filed 10/08/2008 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-09793	09/26/2008	Leased equipment	Amendment #0602008-11980 filed 12/11/2008 to change name/address of secured party; Amendment 10602008-12024 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA —UCC Lien	Fidelity National Capital, LLC	0602008-09918	10/01/2008	Leased equipment	Amendment #0602008-11976 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12021 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-10074	10/07/2008	Leased equipment	Amendment #0602008-11977 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12020 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-10130	10/09/2008	Leased equipment	Amendment #0602008-11974 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12019 filed to change name/address of secured party

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-10131	10/09/2008	Leased equipment	Amendment #0602008-11975 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12018 filed 12/11/2008 to change name/address of secured party
Barrow County, GA — UCC Lien	Banc of America Leasing & Capital, LLC	007200822110	10/14/2008	Equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-10582	10/23/2008	Leased equipment	Amendment #0602008-11973 filed 12/11/2008 to change name/address of secured party; Amendment #0602008-12017 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-11406	11/21/2008	Leased equipment	Amendment #0602008-11972 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-11406	11/21/2008	Leased equipment	Amendment #0602008-11971 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-11408	11/21/2008	Leased equipment	Amendment #0602008-11968 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-11409	11/21/2008	Leased equipment	Amendment #0602008-11969 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-11410	11/21/2008	Leased equipment	Amendment #0602008-11970 filed 12/11/2008 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12116	12/12/2008	Leased equipment	Assignment #0602009-03255 filed 04/17/2009 to SG Equipment Finance USA Corp

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12117	12/12/2008	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12118	12/12/2008	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12119	12/12/2008	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12240	12/17/2008	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602008-12582	12/30/2008	Leased equipment	Assignment #0602009-06779 filed 08/17/2009 to SG Equipment Finance USA Corp
Clerk of Superior Court, Fulton County, GA — UCC Lien	BB&T Equipment Finance Corporation	0602000-00312	01/12/2009	Leased aircraft filed for informational purposes only	
Clerk of Superior Court, Fulton County, GA — UCC Lien	The Fifth Third Leasing Company	0072009001015	01/16/2009	Leased aircraft filed for informational purposes only	Amendment #0072009001657 filed 01/29/2009 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-00857	01/29/2009	Leased equipment	Assignment #06020094-06782 filed 08/17/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-00858	01/29/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02063	03/09/2009	Leased equipment	Amendment #0602009-03750 filed 05/05/2009 to change name/address of secured party
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02047	03/09/2009	Leased equipment	Assignment #0602009-06780 filed 08/17/2009 to Fifth Third Bank

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02048	03/09/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02049	03/09/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02061	03/09/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-02062	03/09/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-03491	04/24/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-03492	04/24/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-03493	04/24/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-03742	05/05/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-04800	06/09/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-04801	06/09/2009	Leased equipment	Assignment #0602009-06784 filed 08/17/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-04802	06/09/2009	Leased equipment	Assignment #0602009-06783 filed 08/17/2009 to Fifth Third Bank

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Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, Inc.	0602009-04895	06/12/2009	Leased equipment	Assignment #0602009-05294 filed 06/26/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fortuna Service Company, LLC	0602009-04896	06/12/2009	Leased equipment	Assignment #0602009-05287 filed 06/26/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fortuna Service Company, LLC	0602009-04897	06/12/2009	Leased equipment	Assignment #0602009-05288 filed 06/26/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fortuna Service Company, LLC	0602009-04898	06/12/2009	Leased equipment	Assignment #0602009-05289 filed 06/26/2009 to Fifth Third Bank
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05727	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05729	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05730	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05731	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05732	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05733	07/10/2009	Leased equipment	
Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-05735	07/10/2009	Leased equipment	

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Clerk of Superior Court, Fulton County, GA — UCC Lien	Fidelity National Capital, LLC	0602009-06013	07/20/2009	Leased equipment	
Clerk of Superior Court, Barrow County, GA — UCC Lien	LaSalle Systems Leasing, Inc.	0072009016573	09/10/2009	Leased equipment	

Aurum Technology LLC

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILINGDATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Delaware Secretary of State — UCC Liens	Softech/Bankers Division of EAB Leasing Corp.	22072696	08/12/02	General intangibles and property	Continuation #20071352235 filed 04/11/2007 for Softech/Bankers Division of EAB Leasing Corp.
Delaware Secretary of State — UCC Liens	Softech/Bankers Division of EAB Leasing Corp.	22079576	08/13/02	Leased goods	Continuation #20071352219 filed 04/11/2007 for Softech/Bankers Division of EAB Leasing Corp.
Delaware Secretary of State — UCC Liens	Dynamic Funding Inc. De Lage Landen Financial Services, Inc.	32634312	10/09/03	Leased equipment	
Delaware Secretary of State — UCC Liens	Merrill Lynch Capital	32830787	10/28/03	Leased equipment	
Delaware Secretary of State — UCC Liens	Merrill Lynch Capital	33333849	12/17/03	Leased property	Amendment #40074619 filed 01/12/04 to change name/address of secured party; Amendment #40083693 filed 01/12/04 to add collateral; Amendment #40103632 filed 01/14/04 to add collateral; and Amendment #41269333 filed 04/23/04 to change name/address of secured party
Delaware Secretary of State — UCC Liens	Merrill Lynch Capital	33373589	12/19/03	Leased property	Amendment #40141137 filed 01/16/04 to add collateral and Amendment #40141152 filed 01/16/04 to change name/address of secured party
Delaware Secretary of State — UCC Liens	IOS Capital	40532608	02/17/04	Leased equipment	

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Delaware Secretary of State — UCC Liens	Key Equipment Finance Inc. (f/k/a Leasetec Corporation)	51866319	06/17/05	Continuation filing	Amendment #51866350 filed 06/17/05 to change name/address of debtor and Amendment #51866392 filed 06/17/05 to change the name/address of secured party to

Certegy Check Services, Inc.

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILLINGS</u>
Delaware Secretary of State — UCC Liens	Relational Funding Corporation	32347790	09/11/03	Leased property	Partial Release # 43587005 filed on 12/14/04 assigning to Banc of America Leasing & Capital, LLC; Partial Release # 51620815 filed on 05/19/05 assigning to IBM Credit LLC; Assignment # 53734663 filed on 11/28/05 assigning to IBM Credit LLC; Assignment # 61861863 filed on 05/30/06 assigning to Banc of America Leasing & Capital, LLC; Continuation # 20082969002 filed on 09/02/2008 by Relational Funding Corporation; Partial Assignment # 20091230041 filed on 04/13/2009 assigning to MB Financial Bank, N.A.; Partial Assignment # 20091233466 filed on 04/13/2009 assigning to Park National Bank;
Delaware Secretary of State — UCC Liens	Cavalry SPV 1, LLC	40968364	04/06/04	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State — UCC Liens	Arrow Financial Services LLC	50787789	03/11/05	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	53692481	11/22/05	Leased computer equipment	Assignment # 54021292 filed on 12/27/05 to Banc of America Leasing & Capital LLC
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	53692507	11/22/05	Leased computer equipment	
Delaware Secretary of State — UCC Liens	Cavalry Investments, LLC	60236695	01/20/06	Accounts purchased pursuant to Account Purchase Agreement	

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Delaware Secretary of State — UCC Liens	FNF Capital, LLC	61986181	06/12/06	Leased equipment	Amendment #62010643 filed on 06/13/06 changing name of FNF Capital to Fidelity National Information Services; Assignment #62094902 filed on 06/14/06 assigning to Banc of America Leasing & Capital, LLC
Delaware Secretary of State — UCC Liens	Cavalry Investments, LLC	62292902	07/03/06	Accounts purchased pursuant to Account Purchase Agreement	
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	64073573	11/03/06	Leased computer equipment	
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	20070015643	12/26/06	Leased computer equipment	Amendment #20071177889 filed 3/26/07 amending secured party's name to Fidelity National Capital, LLC
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	20070015734	12/26/06	Leased computer equipment	Partial Assignment #20071137040 filed 3/20/07 to U.S. Bancorp Equipment Finance, Inc.; Amendment #20071177970 filed 3/26/07 amending secured party's name to Fidelity National Capital, LLC
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	20070445733	02/01/2007	Leased computer equipment	Assignment #20071600112 filed 04/25/2008 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	20070702042	02/21/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	FNF Capital, LLC	20070753409	02/26/2007	Leased computer equipment	Assignment #20071375731 filed 04/05/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital	20070884709	03/05/2007	Leased computer equipment	Assignment #20071004638 filed 03/16/2007 to US Bancorp Equipment Finance, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Delaware Secretary of State — UCC Liens	Fidelity National Capital	20071315026	04/03/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20071857589	05/14/2007	Leased computer equipment	Assignment #20072593506 filed 06/22/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20071857597	05/14/2007	Leased computer equipment	Assignment #20072594645 filed 06/22/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20071857696	05/14/2007	Leased computer equipment	Assignment #20072594751 filed 06/22/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20073033551	07/18/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20073123634	08/16/2007	Leased computer equipment	Assignment #20073522991 filed 08/21/2007 to Fifth Third Bank; Assignment #20074062120 filed 10/09/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20073156170	08/20/2007	Leased computer equipment	Assignment #20073523890 filed 08/21/2007 to Fifth Third Bank
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20082464194	07/17/2008	Leased computer equipment	
Delaware Secretary of State — UCC Liens	Fidelity National Capital, LLC	20082464921	07/17/2008	Leased computer equipment	

Certegy Payment Recovery Services, Inc.

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILINGS</u>
Georgia Cooperative — Barrow County — UCC Liens	IBM Credit LLC	007-2004-016908	12/09/2004	Leased computer equipment	

eFunds Corporation

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILINGS</u>
Delaware Secretary of State — UCC Liens	Computer Sales International, Inc.	40321457	01/14/2004	Leased equipment	
Delaware Secretary of State — UCC Liens	Hewlett-Packard Financial Services Company	42487116	09/02/2004	Leased equipment	
Delaware Secretary of State — UCC Liens	Computer Sales International, Inc.	50150400	01/13/2005	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	IBM Credit LLC	50365362	02/02/2005	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	Computer Sales International, Inc.	50651720	02/17/2005	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	Computer Sales International, Inc.	51326025	04/29/2005	Lease filed as a precautionary filing	Amendment #53123362 filed 10/10/2005 to change name/address of secured party ; Amendment #53367415 filed 10/24/2005 to restate collateral; Assignment #53367456 filed 10/24/2005 to First Bank of Highland Park; Assignment # 20083023015 filed 09/08/2008 to CSI Leasing, Inc.
Delaware Secretary of State — UCC Liens	IBM Credit LLC	51345405	05/02/2005	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	IBM Credit LLC	52719517	09/01/2005	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	IBM Credit LLC	60379180	02/01/2006	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	General Electric Capital Corporation	63767381	10/13/2006	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	General Electric Capital Corporation	64045720	11/01/2006	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	IBM Credit LLC	64241642	12/06/2006	IBM Equipment, filed as a precautionary filing	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Delaware Secretary of State — UCC Liens	IBM Credit LLC	20070975913	03/08/2007	IBM Equipment, filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	GFC Leasing, A Division of Gordon Flesch Co., Inc.	20071292795	04/06/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	GFC Leasing, A Division of Gordon Flesch Co., Inc.	20071983427	05/25/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	GFC Leasing	20072056355	06/01/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	GFC Leasing	20072452869	06/28/2007	Leased computer equipment	
Delaware Secretary of State — UCC Liens	CSI Leasing, Inc.	20072844198	07/27/2007	Lease filed as a precautionary filing	
Delaware Secretary of State — UCC Liens	CSI Leasing, Inc.	20082189551	06/26/2008	Lease filed as a precautionary filing	

Fidelity Information Services, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Arkansas Secretary of State — UCC Liens	Fleet Capital Corporation, successor by merger to BancBoston Leasing, Inc.	00-01222876	01/03/2000	Leased equipment	Amendment #03- 1 2493136 filed 04/07/2003 changing Secured Party name; Amendment #03- 12518147 filed 06/ 16/2003 changing Debtor name; Continuation #04-12640225 filed 07/16/2004
Arkansas Secretary of State — UCC Liens	Minolta Business Solutions	04-1255916609	10/24/2003	Leased equipment filed for notification purposes only	
Arkansas Secretary of State — UCC Liens	IBM Credit LLC	04-1257383942	12/18/2003	Computer equipment and related software for precautionary filing	
Arkansas Secretary of State — UCC Liens	IBM Credit LLC	04-1257671841	12/31/2003	Computer equipment and related software for precautionary filing	
Arkansas Secretary of State — UCC Liens	IBM Credit LLC	04-1258900150	02/11/2004	Computer equipment and related software for precautionary filing	
Arkansas Secretary of State — UCC Liens	IBM Credit LLC	04-1260763069	04/07/2004	Computer equipment and related software for precautionary filing	
Arkansas Secretary of State — UCC Liens	Unisys Corporation	05-1266916319	10/22/2004	Computer equipment and related items	
Arkansas Secretary of State — UCC Liens	IBM Credit LLC	06-1270528809	02/28/2005	Computer equipment and related software for precautionary filing	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7129192737	02/05/2007	Financed equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7129278367	03/05/2007	Financed equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7129279391	03/05/2007	Financed equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7129279551	03/05/2007	Financed equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7129279560	03/05/2007	Financed equipment	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Arkansas Secretary of State UCC Liens	Cisco Systems Capital Corporation	7129782777	08/06/2007	Financed equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7130596241	05/21/2008	Financed Equipment	
Arkansas Secretary of State UCC Liens	Oce North America, Inc.	7130596250	05/21/2008	Financed equipment	
Arkansas Secretary of State UCC Liens	Ikon Financial SVCS	7131000084	10/16/2008	Equipment filed for notification purposes only	
Arkansas Secretary of State UCC Liens	US Bancorp	7131182830	01/08/2009	Equipment filed for notification purposes only	
Arkansas Secretary of State UCC Liens	US Bancorp	7131365982	03/20/2009	Equipment filed for notification purposes only	

Fidelity National Information Services, LLC

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Delaware Department of State — UCC Liens	Fleet National Bank	42324772	08/17/2004	Aircraft Lease and purchase filed solely for precautionary purposes	Amendment #51691717 filed 05/23/2005 to restate collateral; Amendment #6043040 filed 02/03/2006 to add name of debtor (Fidelity National Information Services, Inc.); Amendment #60430413 filed 02/03/2006 to change name of secured party (to Bank of America, N.A.)
Delaware Department of State — UCC Liens	FNF Capital, LLC	61967884	06/09/2006	Equipment lease filed solely for precautionary purposes	
Delaware Department of State — UCC Liens	FNF Capital, LLC	6201533	06/13/2006	Equipment lease	
Delaware Department of State — UCC Liens	FNF Capital, LLC	62016095	06/13/2006	Equipment lease	
Delaware Department of State — UCC Liens	FNF Capital, LLC	6201949	06/13/2006	Equipment lease	
Delaware Department of State — UCC Liens	US Bancorp	20083174081	09/18/2008	Equipment	

Fidelity National Information Solutions, Inc.

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILINGS</u>
Delaware Secretary of State — UCC Liens	De Lage Landen Financial Services, Inc.	32989112	11/13/2003	Computer Equipment	

Fidelity National Payment Services, Inc.

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILINGS</u>
Delaware Secretary of State — UCC Liens	Hewlett-Packard Financial Services, Inc.	32308982	09/08/03	All computer equipment leased pursuant to Master Lease Agreement	

Intercept, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Superior Court Barrow County, GA — UCC Liens	Key Equipment Finance	2002013110	12/31/2002	Leased equipment filed for precautionary purposes only	Continuation, file #007-2007-13272 filed 7/03/2007; Amendment, file # 007-2007-15277 filed 7/31/2007 changing secured party name to Key Equipment Finance, Inc.
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2003010686	10/08/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2003010687	10/08/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2003010729	10/09/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2003010830	10/13/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2003010831	10/13/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2003010921	10/15/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2003010995	10/16/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IBM Credit LLC	2004003230	03/17/2004	Leased equipment and software filed solely for precautionary purposes	

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Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	006744	07/06/2004	Equipment filed as a precaution	Amendment #009043 filed 07/30/2007 to change name/address of debtor
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	006745	07/06/2004	Equipment filed as a precaution	Amendment #009044 filed 07/30/2007 to change name/address of debtor
Georgia Cooperative — Gwinnett County — UCC Liens	BBH Financial Services Company	2004010560	08/09/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IBM Credit LLC	2004012396	09/15/2004	Leased equipment and software filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2003012185	11/18/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2003013262	12/16/2003	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004001611	02/17/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004001687	02/18/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004006473	06/29/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2004006744	07/06/2004	Leased equipment filed solely for precautionary purposes	Amendment #009043 filed 07/30/2007 to change name/address of debtor
Georgia Cooperative — Gwinnett County — UCC Liens	General Electric Capital Corporation	2004006745	07/06/2004	Leased equipment filed solely for precautionary purposes	Amendment # 009044 filed 07/30/2007 to change name/address of debtor

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Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004007758	07/30/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative—Gwinnett County — UCC Liens	IOS Capital	2004008682	08/24/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004009871	10/01/2004	Leased equipment filed solely for precautionary purposes	
Georgia Cooperative — Gwinnett County — UCC Liens	IOS Capital	2004010394	10/18/2004	Leased equipment filed solely for precautionary purposes	

Wildcard Systems, Inc.

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Florida Secured Transaction Registry — UCC Lien	Nextiraone	200407682846	08/18/2004	Computer/software System	
Florida Secured Transaction Registry — UCC Lien	Nextiraone	200407682854	08/18/2004	Computer/software System	
Florida Secured Transaction Registry — UCC Lien	Banc of America Leasing & Capital, LLC	200407904466	09/20/2004	Leased IT equipment	
Florida Secured Transaction Registry — UCC Lien	Citicorp Vendor Finance, Inc.	20040823457X	11/03/2004	Copier	
Florida Secured Transaction Registry — UCC Lien	Banc of America Leasing & Capital, LLC	200408364465	11/22/2004	Leased Equipment	
Florida Secured Transaction Registry — UCC Lien	Banc of America Leasing & Capital, LLC	200509129763	03/07/2005	Leased Equipment	

Metavante Corporation

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	Merizon Group Inc d/b/a Modern Business Machines	050003663018	03/14/2005	Copy equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070013635927	10/02/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070013727323	10/03/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070013800517	10/04/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070013926728	10/08/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014023515	10/09/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014061315	10/10/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014325419	10/16/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014462825	10/18/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014500717	10/19/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	M&I Equipment Finance Company	070014576831	10/22/2007	Leased aircraft for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014738730	10/24/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014826223	10/26/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070014986836	10/30/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015095222	11/01/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015163420	11/02/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015325117	11/06/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015523420	11/09/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015797130	11/15/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070015840523	11/16/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016199329	11/26/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016262825	11/27/2007	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016453019	11/30/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016520216	12/03/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016529023	12/04/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016592730	12/04/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016589029	12/04/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016598029	12/04/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	070016614624	12/05/2007	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016649026	12/05/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions -UCC Lien	IBM Credit LLC	070016722321	12/06/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016765429	12/07/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016875128	12/10/2007	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016936227	12/11/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070016965936	12/12/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017173322	12/17/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017216118	12/17/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017274930	12/18/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017358226	12/20/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions -UCC Lien	IBM Credit LLC	070017402115	12/20/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017568532	12/26/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017690225	12/28/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	070017777837	12/31/2007	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000167317	01/03/2008	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000323206	01/04/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000291416	01/07/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000468523	01/09/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000561517	01/10/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000625013	01/11/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080000885829	01/16/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080001105108	01/22/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080001403311	01/28/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080001480215	01/29/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080001731315	02/04/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	Canon Financial Services	080001861420	02/06/2008	Leased equipment	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080001936120	02/07/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002088018	02/11/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002305414	02/15/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002637927	02/22/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002704821	02/25/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002772422	02/27/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080002824016	02/27/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080003119620	03/05/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080003246621	03/07/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080003598025	03/14/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080003692727	03/17/2008	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080003882627	03/20/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080004007112	03/24/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080004144013	03/26/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080004330212	03/31/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080004655626	04/04/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080004819426	04/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080005120513	04/14/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions -UCC Lien	IBM Credit LLC	080005521922	04/21/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080005680524	04/23/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080005944729	04/28/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080006084018	04/30/2008	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080006289934	05/05/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080006882731	05/14/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080007804827	06/02/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009126421	06/06/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080008299937	06/10/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080008478835	06/13/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080008762730	06/19/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080008858029	06/20/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080008942225	06/23/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009019120	06/24/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009184325	06/27/2008	Leased equipment for informational purposes only	

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Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009284225	06/30/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009380828	07/01/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009588737	07/07/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009703019	07/09/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080009798336	07/10/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080010175923	07/18/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080010378524	07/23/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080010377220	07/23/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080010902315	08/04/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	CCA Financial, LLC	080011425821	08/13/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012795630	09/11/2008	Leased equipment for informational purposes only	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080011788631	08/20/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080011851319	08/21/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012570924	09/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012642419	09/09/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012650115	09/09/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	Canon Financial Services	080012723722	09/10/2008	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012735826	09/10/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012795630	09/11/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012863828	09/12/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012940521	09/15/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080012996734	09/16/2008	Leased equipment for informational purposes only	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013068220	09/17/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013190014	09/19/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013260214	09/22/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013406317	09/24/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013505317	09/26/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013596630	09/29/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013710921	10/01/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013738527	10/01/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	080013938428	10/06/2008	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080013950725	10/06/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014012008	10/07/2008	Leased equipment for informational purposes only	

<u>JURISDICTION</u>	<u>SECURED PARTY</u>	<u>FILE NUMBER</u>	<u>FILING DATE</u>	<u>SUMMARY COLLATERAL DESCRIPTION</u>	<u>ADDITIONAL FILINGS</u>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014079122	10/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014574324	10/20/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014575123	10/20/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014622924	10/21/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014700820	10/22/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014758631	10/23/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080014950524	10/28/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080015012312	10/29/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080015123416	10/31/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080015268628	11/04/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080015336018	11/05/2008	Leased equipment, for informational purposes only	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	080015978535	11/19/2008	Copy equipment	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	080016569128	12/04/2008	Copy equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080016684328	12/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080016686330	12/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080016710823	12/08/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080016897334	12/11/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	080017004719	12/15/2008	Copy equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080017310719	12/22/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	080017491123	12/29/2008	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080017515524	12/29/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	080017583832	12/30/2008	Copy equipment	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	080017584530	12/30/2008	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090000119819	01/05/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090000359623	01/08/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	09000488121	01/12/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090000617014	01/14/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	Banc of America Leasing & Capital, LLC	09000719724	01/16/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090001093720	01/26/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	090001779529	02/10/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	090001835017	02/11/2009	Copy equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090002634924	03/03/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	090002750923	03/05/2009	Copy equipment	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090002922823	03/09/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090003034717	03/11/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090003104614	03/12/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing	090003317822	03/18/2009	Copier equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090003458121	03/20/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090003541417	03/23/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090003652319	03/25/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	090003811114	03/30/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090004079424	04/03/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	090004112715	04/03/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090004382320	04/09/2009	Leased equipment for informational purposes only	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions - UCC Lien	IBM Credit LLC	090004446220	04/10/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	090004517118	04/13/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090004587024	04/14/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	GFC Leasing, A Division of Gordon Flesch Co., Inc.	090005191521	04/27/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090006487429	05/26/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090006884430	06/03/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090007499736	06/17/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090007692327	06/22/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090007819530	06/24/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090007911422	06/26/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090008126825	07/01/2009	Leased equipment for informational purposes only	

<i>JURISDICTION</i>	<i>SECURED PARTY</i>	<i>FILE NUMBER</i>	<i>FILING DATE</i>	<i>SUMMARY COLLATERAL DESCRIPTION</i>	<i>ADDITIONAL FILINGS</i>
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090008182827	07/02/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090008329426	07/07/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090009060621	07/23/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090009212014	07/28/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090009476935	08/04/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	Canon Financial Services	090010185217	08/21/2009	Leased equipment	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090010446924	08/28/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090010510108	08/31/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090010576120	09/01/2009	Leased equipment for informational purposes only	
Wisconsin Department of Financial Institutions — UCC Lien	IBM Credit LLC	090011053111	09/14/2009	Leased equipment for informational purposes only	

Schedule 7.1

EXISTING LIENS

(MV)

1. Liens of public record filed against: Metavante Investments (Mauritius) Limited; Metavante Canada Corporation; Everlink Payment Services, Inc.; GHR Systems Canada, Inc.; Metavante Limited; and Metavante Technologies Limited.
2. Liens as set forth in the attached summary of Lien Search Results dated on or about October 2007.
3. Liens identified on FIS Schedule 7.1 for Metavante Technologies, Inc. and Metavante Corporation.

Schedule 7.1

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 09/09/03	300353935 400411799	AMENDMENT 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		

Schedule 7.1

Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				10/28/02	020019090019	UCC-1	IBM CREDIT CORP*	
				10/30/02	020019251725	UCC-1	IBM CREDIT CORP	
				11/01/02	020019400923	UCC-1	IBM CREDIT CORP	
				11/04/02	020019484632	UCC-1	IBM CREDIT CORP	
				11/05/02	020019551425	UCC-1	IBM CREDIT CORP	
				11/08/02	020019813527	UCC-1	IBM CREDIT CORP	
				11/13/02	020020071616	UCC-1	IBM CREDIT CORP	
				11/13/02	020020073820	UCC-1	IBM CREDIT CORP	
				11/18/02	020020345216	UCC-1	IBM CREDIT CORP	
				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
				12/11/02	020021611112	UCC-1	IBM CREDIT CORP	
				12/11/02	020021611617	UCC-1	IBM CREDIT CORP	
				12/12/02	020021687529	UCC-1	IBM CREDIT CORP	
				12/17/02	020021942321	UCC-1	IBM CREDIT CORP	
				12/18/02	020022004917	UCC-1	IBM CREDIT CORP	
				12/20/02	020022154317	UCC-1	IBM CREDIT CORP	
				12/23/02	020022289225	UCC-1	IBM CREDIT CORP	
				01/02/03	030000130307	UCC-1	IBM CREDIT CORP	
				01/06/03	030000357924	UCC-1	IBM CREDIT LLC *	
				01/15/03	030000896730	UCC-1	IBM CREDIT LLC	
				01/27/03	030001539018	UCC-1	IBM CREDIT LLC	
				02/12/03	030002452922	UCC-1	IBM CREDIT LLC	
				02/13/03	030002539726	UCC-1	IBM CREDIT LLC	
				02/14/03	030002603011	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				02/19/03	030002837020	UCC-1	IBM CREDIT LLC	
				02/21/03	030002999332	UCC-1	IBM CREDIT LLC	
				02/24/03	030003104109	UCC-1	IBM CREDIT LLC	
				03/03/03	030003495425	UCC-1	IBM CREDIT LLC	
				03/10/03	030003929427	UCC-1	IBM CREDIT LLC	
				03/12/03	030004075925	UCC-1	IBM CREDIT LLC	
				03/17/03	030004338321	UCC-1	IBM CREDIT LLC	
				03/19/03	030004498530	UCC-1	IBM CREDIT LLC	
				03/21/03	030004651016	UCC-1	IBM CREDIT LLC	
				03/24/03	030004754323	UCC-1	IBM CREDIT LLC	
				03/25/03	030004814421	UCC-1	IBM CREDIT LLC	
				03/26/03	030004907929	UCC-1	IBM CREDIT LLC	
				03/28/03	030005096727	UCC-1	IBM CREDIT LLC	
				04/01/03	030005266221	UCC-1	IBM CREDIT LLC	
				04/07/03	030005666831	UCC-1	IBM CREDIT LLC	
				04/07/03	030005673829	UCC-1	IBM CREDIT LLC	
				04/09/03	030005794025	UCC-1	IBM CREDIT LLC	
				04/11/03	030005975834	UCC-1	IBM CREDIT LLC	
				04/17/03	030006308017	UCC-1	IBM CREDIT LLC	
				04/21/03	030006528829	UCC-1	IBM CREDIT LLC	
				04/22/03	030006586126	UCC-1	IBM CREDIT LLC	
				04/23/03	030006688735	UCC-1	IBM CREDIT LLC	
				05/01/03	030007257122	UCC-1	IBM CREDIT LLC	
				05/02/03	030007322721	UCC-1	IBM CREDIT LLC	
				05/08/03	030007711824	UCC-1	IBM CREDIT LLC	
				05/12/03	030007947229	UCC-1	IBM CREDIT LLC	
				05/14/03	030008082018	UCC-1	IBM CREDIT LLC	
				05/19/03	030008388532	UCC-1	IBM CREDIT LLC	
				05/21/03	030008537932	UCC-1	IBM CREDIT LLC	
				05/21/03	030008538327	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				05/29/03	030008981228	UCC-1	IBM CREDIT LLC	
				06/04/03	030009345122	UCC-1	IBM CREDIT LLC	
				06/11/03	030009784735	UCC-1	IBM CREDIT LLC	
				06/11/03	030009786939	UCC-1	IBM CREDIT LLC	
				06/13/03	030009926733	UCC-1	IBM CREDIT LLC	
				06/19/03	030010298626	UCC-1	IBM CREDIT LLC	
				06/24/03	030010570518	UCC-1	IBM CREDIT LLC	
				06/26/03	030010729322	UCC-1	IBM CREDIT LLC	
				06/26/03	030010732215	UCC-1	IBM CREDIT LLC	
				06/30/03	030010945423	UCC-1	IBM CREDIT LLC	
				07/01/03	030011021207	UCC-1	IBM CREDIT LLC	
				07/08/03	030011330816	UCC-1	IBM CREDIT LLC	
				07/10/03	030011511716	UCC-1	IBM CREDIT LLC	
				07/15/03	030011750115	UCC-1	IBM CREDIT LLC	
				07/16/03	030011818928	UCC-1	IBM CREDIT LLC	
				07/23/03	030012219318	UCC-1	IBM CREDIT LLC	
				08/04/03	030012884326	UCC-1	IBM CREDIT LLC	
				08/07/03	030013094017	UCC-1	IBM CREDIT LLC	
				08/11/03	030013252619	UCC-1	IBM CREDIT LLC	
				08/13/03	030013413214	UCC-1	IBM CREDIT LLC	
				08/25/03	030014065218	UCC-1	IBM CREDIT LLC	
				08/26/03	030014095827	UCC-1	IBM CREDIT LLC	
				09/04/03	030014661725	UCC-1	IBM CREDIT LLC	
				09/19/03	030015512822	UCC-1	IBM CREDIT LLC	
				09/19/03	030015545020	UCC-1	IBM CREDIT LLC	
				09/22/03	030015641926	UCC-1	IBM CREDIT LLC	
				09/24/03	030015801823	UCC-1	IBM CREDIT LLC	
				09/25/03	030015876229	UCC-1	IBM CREDIT LLC	
				09/26/03	030015982227	UCC-1	IBM CREDIT LLC	
				09/29/03	030016055522	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				10/02/03	030016276224	UCC-1	IBM CREDIT LLC	
				10/06/03	030016491526	UCC-1	IBM CREDIT LLC	
				10/06/03	030016499130	UCC-1	IBM CREDIT LLC	
				10/07/03	030016538629	UCC-1	IBM CREDIT LLC	
				10/13/03	030016871932	UCC-1	IBM CREDIT LLC	
				10/14/03	030016905021	UCC-1	IBM CREDIT LLC	
				10/17/03	030017197126	UCC-1	IBM CREDIT LLC	
				10/20/03	030017290726	UCC-1	IBM CREDIT LLC	
				10/22/03	030017439933	UCC-1	IBM CREDIT LLC	
				10/23/03	030017511116	UCC-1	IBM CREDIT LLC	
				10/24/03	030017599132	UCC-1	IBM CREDIT LLC	
				10/28/03	030017772731	UCC-1	IBM CREDIT LLC	
				10/31/03	030018058022	UCC-1	IBM CREDIT LLC	
				11/04/03	030018207119	UCC-1	IBM CREDIT LLC	
				11/04/03	030018207422	UCC-1	IBM CREDIT LLC	
				11/07/03	030018505726	UCC-1	IBM CREDIT LLC	
				11/10/03	030018613524	UCC-1	IBM CREDIT LLC	
				11/11/03	030018670527	UCC-1	IBM CREDIT LLC	
				11/12/03	030018742628	UCC-1	IBM CREDIT LLC	
				11/13/03	030018812525	UCC-1	IBM CREDIT LLC	
				11/14/03	030018908834	UCC-1	IBM CREDIT LLC	
				11/17/03	030019032318	UCC-1	IBM CREDIT LLC	
				11/18/03	030019090524	UCC-1	IBM CREDIT LLC	
				11/19/03	030019175225	UCC-1	IBM CREDIT LLC	
				11/20/03	030019257630	UCC-1	IBM CREDIT LLC	
				11/21/03	030019340724	UCC-1	IBM CREDIT LLC	
				11/24/03	030019437529	UCC-1	IBM CREDIT LLC	
				11/25/03	030019503725	UCC-1	IBM CREDIT LLC	
				11/26/03	030019593330	UCC-1	IBM CREDIT LLC	
				11/28/03	030019679234	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				12/05/03	030020052514	UCC-1	IBM CREDIT LLC	
				12/09/03	030020209720	UCC-1	IBM CREDIT LLC	
				12/10/03	030020267421	UCC-1	IBM CREDIT LLC	
				12/12/03	030020404313	UCC-1	IBM CREDIT LLC	
				12/15/03	030020517217	UCC-1	IBM CREDIT LLC	
				12/16/03	030020603617	UCC-1	IBM CREDIT LLC	
				12/17/03	030020667627	UCC-1	IBM CREDIT LLC	
				12/18/03	030020752218	UCC-1	IBM CREDIT LLC	
				12/22/03	030020923218	UCC-1	IBM CREDIT LLC	
				12/26/03	030021107112	UCC-1	IBM CREDIT LLC	
				12/26/03	030021111006	UCC-1	IBM CREDIT LLC	
				01/02/04	040000115310	UCC-1	IBM CREDIT LLC	
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				01/09/04	040000443819	UCC-1	IBM CREDIT LLC	
				01/12/04	040000590822	UCC-1	IBM CREDIT LLC	
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				01/21/04	040001133008	UCC-1	IBM CREDIT LLC	
				01/29/04	040001623214	UCC-1	IBM CREDIT LLC	
				02/02/04	040001791523	UCC-1	IBM CREDIT LLC	
				02/11/04	040002364823	UCC-1	IBM CREDIT LLC	
				02/13/04	040002526520	UCC-1	IBM CREDIT LLC	
				02/18/04	040002769226	UCC-1	IBM CREDIT LLC	
				02/19/04	040002831822	UCC-1	IBM CREDIT LLC	
				02/25/04	040003143112	UCC-1	IBM CREDIT LLC	
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				03/02/04	040003483220	UCC-1	IBM CREDIT LLC	
				03/03/04	040003585021	UCC-1	IBM CREDIT LLC	
				03/05/04	040003721922	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				03/12/04	040004132515	UCC-1	IBM CREDIT LLC	
				03/15/04	040004241718	UCC-1	IBM CREDIT LLC	
				03/16/04	040004316923	UCC-1	IBM CREDIT LLC	
				03/19/04	040004529222	UCC-1	IBM CREDIT LLC	
				03/22/04	040004675426	UCC-1	IBM CREDIT LLC	
				03/26/04	040004978028	UCC-1	IBM CREDIT LLC	
				03/31/04	040005265321	UCC-1	IBM CREDIT LLC	
				04/01/04	040005358324	UCC-1	IBM CREDIT LLC	
				04/05/04	040005565829	UCC-1	IBM CREDIT LLC	
				04/07/04	040005763627	UCC-1	IBM CREDIT LLC	
				04/08/04	040005809123	UCC-1	IBM CREDIT LLC	
				04/19/04	040006449225	UCC-1	IBM CREDIT LLC	
				04/20/04	040006561927	UCC-1	IBM CREDIT LLC	
				04/22/04	040006697937	UCC-1	IBM CREDIT LLC	
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				05/26/04	040008813828	UCC-1	IBM CREDIT LLC	
				06/11/04	040009756128	UCC-1	IBM CREDIT LLC	
				06/22/04	040010264316	UCC-1	IBM CREDIT LLC	
				06/23/04	040010331412	UCC-1	IBM CREDIT LLC	
				06/24/04	040010424415	UCC-1	IBM CREDIT LLC	
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				07/01/04	040010765120	UCC-1	IBM CREDIT LLC	
				07/02/04	040010870925	UCC-1	IBM CREDIT LLC	
				07/21/04	040011764221	UCC-1	IBM CREDIT LLC	
				07/27/04	040012095926	UCC-1	IBM CREDIT LLC	
				08/02/04	040012389124	UCC-1	IBM CREDIT LLC	
				08/03/04	040012481319	UCC-1	IBM CREDIT LLC	
				08/11/04	040012902519	UCC-1	IBM CREDIT LLC	
				08/19/04	040013299327	UCC-1	IBM CREDIT LLC	
				08/19/04	040013303919	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				08/20/04	040013378628	UCC-1	IBM CREDIT LLC	
				08/30/04	040013794327	UCC-1	IBM CREDIT LLC	
				08/30/04	040013794933	UCC-1	IBM CREDIT LLC	
				08/31/04	040013855830	UCC-1	IBM CREDIT LLC	
				09/01/04	040013886834	UCC-1	IBM CREDIT LLC	
				09/02/04	040013960625	UCC-1	IBM CREDIT LLC	
				09/09/04	040014270014	UCC-1	IBM CREDIT LLC	
				09/09/04	040014301009	UCC-1	IBM CREDIT LLC	
				09/14/04	040014512922	UCC-1	IBM CREDIT LLC	
				09/17/04	040014709829	UCC-1	IBM CREDIT LLC	
				09/24/04	040015041718	UCC-1	IBM CREDIT LLC	
				09/27/04	040015104415	UCC-1	IBM CREDIT LLC	
				09/28/04	040015230718	UCC-1	IBM CREDIT LLC	
				09/30/04	040015381725	UCC-1	IBM CREDIT LLC	
				10/01/04	040015400515	UCC-1	IBM CREDIT LLC	
				10/04/04	040015464727	UCC-1	IBM CREDIT LLC	
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				10/20/04	00016401416	UCC-1	IBM CREDIT LLC	
				10/21/04	040016462524	UCC-1	IBM CREDIT LLC	
				10/22/04	040016531723	UCC-1	IBM CREDIT LLC	
				10/25/04	040016604623	UCC-1	IBM CREDIT LLC	
				10/26/04	040016672527	UCC-1	IBM CREDIT LLC	
				10/28/04	040016787231	UCC-1	IBM CREDIT LLC	
				11/12/04	040017606020	UCC-1	IBM CREDIT LLC	
				11/22/04	040018079530	UCC-1	IBM CREDIT LLC	
				12/02/04	040018484833	UCC-1	IBM CREDIT LLC	
				12/06/04	040018601016	UCC-1	IBM CREDIT LLC	
				12/07/04	040018751729	UCC-1	IBM CREDIT LLC	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				12/20/04	040019424525	UCC-1	IBM CREDIT LLC	
				12/30/04	040019940932	UCC-1	IBM CREDIT LLC	
				01/03/05	050000019616	UCC-1	IBM CREDIT LLC	
				01/10/05	050000485926	UCC-1	IBM CREDIT LLC	
				01/11/05	050000531918	UCC-1	IBM CREDIT LLC	
				01/18/05	050000887629	UCC-1	IBM CREDIT LLC	
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				01/25/05	050001293419	UCC-1	IBM CREDIT LLC	
				01/27/05	050001425416	UCC-1	IBM CREDIT LLC	
				01/31/05	050001583623	UCC-1	IBM CREDIT LLC	
				02/01/05	050001650113	UCC-1	IBM CREDIT LLC	
				02/03/05	050001749728	UCC-1	IBM CREDIT LLC	
				02/08/05	050001997329	UCC-1	IBM CREDIT LLC	
				02/11/05	050002200408	UCC-1	IBM CREDIT LLC	
				02/14/05	050002261920	UCC-1	IBM CREDIT LLC	
				02/23/05	050002719423	UCC-1	IBM CREDIT LLC	
				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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				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	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				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	
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				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	
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				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	
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				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	
				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	

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				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	
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				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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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				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	
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				06/12/06	060008946936	UCC-1	IBM CREDIT LLC	
				06/14/06	060009143522	UCC-1	IBM CREDIT LLC	
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				06/16/06	060009299938	UCC-1	IBM CREDIT LLC	
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				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	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				08/29/06	060012969128	UCC-1	IBM CREDIT LLC	
				09/05/06	060013142011	UCC-1	IBM CREDIT LLC	
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				09/11/06	060013479327	UCC-1	IBM CREDIT LLC	
				09/21/06	060013994127	UCC-1	IBM CREDIT LLC	
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				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	
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				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	

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Entity	State	Jurisdiction	Thru Date	Original File Date	File Number	File Type	Secured Party	Collateral
				02/01/07	070001608217	UCC-1	IBM CREDIT LLC	
				02/15/07	070002281619	UCC-1	IBM CREDIT LLC	
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				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	

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				06/20/07	070008867433	UCC-1	IBM CREDIT LLC	
				06/22/07	070009014317	UCC-1	IBM CREDIT LLC	
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				06/29/07	070009341825	UCC-1	IBM CREDIT LLC	
				07/10/07	070009819532	UCC-1	IBM CREDIT LLC	
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				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	
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				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		

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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
				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)

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Schedule 7.2

EXISTING INVESTMENTS

(FIS)

Investments as follows:

1. Ownership by the Consolidated Companies of 40% of the outstanding equity interests in Profile Partners, GP, LP.
2. Ownership by the Consolidated Companies of 34% of the outstanding equity interests in PVP Management, LLC.
3. Ownership by the Consolidated Companies of 20% of the outstanding equity interests in Sanchez Capital Services Private Limited.
4. The Brazilian Joint Venture, as more particularly described in the following related documents (together with the Development Notes, Migration Notes and Volume Notes referenced therein):
 - A. Common Terms Agreement (Contrato de Termos Comuns), dated March 24, 2006.
 - B. Investment Agreement (Contrato de Investimento), dated March 27, 2006.
 - C. Guaranty Agreement among Fidelity National Information Services, Inc., Banco Bradesco S.A. and Banco ABN AMRO Real S.A., dated April 18, 2006.
 - D. Redemption Letter from Holdco One S.A. to Uniao Participacoes Ltda and Banco ABN Amro Real S.A., dated April 18, 2006.
 - E. Tax Indemnity Letter, dated March 27, 2006.
 - F. Amended and Restated Software License Agreement, Dated March 27, 2006.
 - G. Contingent Software License Agreement, dated April 18, 2006.
 - H. Non-Competition Agreement, dated April 18, 2006.
 - I. Shareholders' Agreement of Celta Holdings S.A., dated April 18, 2006.

Schedule 7.2

J. Shareholders' Agreement of Fidelity Processadora e Servicos S. A. (form attached to the Investment Agreement).

5. Guaranties by various restricted companies of the capital leases listed on Schedule 7.03.
6. \$1,000,000 Promissory Note issued by ICUL Service Corporation to Fidelity National Card Services, Inc.
7. Various investments by Domestic Subsidiaries in Foreign Subsidiaries, as set forth on attached chart entitled "Certain Foreign Investments as of June 30, 2009.
8. Ownership by the Consolidated Companies of 50% of the outstanding equity interests of Armed Forces Financial Network, LLC.
9. A\$15,000,000 note issued by FlexiGroup Limited to Certegy Australia Limited evidenced by that certain Loan Note Agreement dated July 14, 2008.
10. Investment in FlexiGroup Limited by purchase of 3,000,000 common shares by Certegy Australia Limited.
11. \$7,259,176 Promissory Note issued by Fidelity National Capital, Inc. (f.k.a. FNF Capital, Inc.) to Fidelity National Information Services, Inc., as amended effective on October 1, 2007.
12. Guaranty dated January 28, 2009 among Fidelity National Information Services, Inc., as guarantor, Elavon, Inc., as servicer, and US Bank National Association, as member.
13. Investments identified on MV Schedule 7.2 attached hereto.

Schedule 7.2

Certain Foreign Investments as of June 30, 2009
All Amounts in US Dollars Equivalent as of June 30, 2009

Domestic Subsidiary Maintaining Investment	Foreign Subsidiary in Which Investment Maintained	Investment*
Fidelity National Europe LLC	FNIS International Investments C.V., a Netherlands company	160,763,437
Fidelity Information Services, Inc.	Fidelity Information Services International Holdings C.V., a Netherlands company	165,067,165
Payment South America Holdings, Inc.	Payment Brasil Holdings Ltda., a Brazil company	62,370,813
Card Brazil Holdings, Inc.	AGES Participacoes Ltda., a Brazil company	167,572,913
Fidelity Information Services International Holdings, Inc.	FIS Technology Services (New Zealand) Ltd., a New Zealand company	215,424
BenchMark Consulting International NA, Inc.	BenchMark Consulting International Europe GmbH, a German company	927,663
Fidelity Information Services International Holdings, Inc.	FIS Holdings (Germany) GmbH, a German company	1,481,498
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Canada Limited, a Canadian company	3,332,144
Payment South America Holdings, Inc.	Fidelity National Card Services Caribbean, Ltd., a Caribbean company	4,114,508
ATM Management Services, Inc.	FIS Payment Services (Canada) Corporation, a Canadian company	7,611,271
Payment South America Holdings, Inc.	Payment Chile S.A., a Chile company	10,646,037
eFunds Global Holdings Corporation	IDLX International BV, a Netherlands company	11,659,648
Sanchez Software, Ltd.	FIS Financial Solutions Canada, Inc., a Canadian company	17,274,160
Fidelity Information Services International Holdings, Inc.	Fidelity Information Services Limited, a United Kingdom Company	22,085,535
Fidelity Information Services, Inc.	Fidelity Information Services (Thailand) Limited, a Thailand company	23,830,622

* Internal book value of investment as of June 30, 2009.

Schedule 7.2

Schedule 7.2

EXISTING INVESTMENTS

(MV)

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. ¹ *
2. Share Subscription Agreement by and among Metavante Corporation and ICICI OneSource Limited dated March 31, 2006. ¹
3. 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. ²
4. Agreement dated as of December 8, 2005 by and between M&I Community Development Corporation and the Borrower. ²

¹ Market value as of August 31, 2009: \$63,735,186

² Aggregate book value as of August 31 2009: \$0

* 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 24.07% of the currently outstanding shares of this entity.

Schedule 7.2

Schedule 7.3

EXISTING INDEBTEDNESS

(FIS)

1. Any outstanding amounts under vendor purchase money lines of credit (including but not limited to, purchase money line of credit with IBM for the purchase of equipment and related property, pursuant to the Agreement for Wholesale Financing (Credit Agreement), dated December 13, 1999, between Fidelity Information Services, Inc. and IBM Credit LLC (as amended by an Amendment dated August 27, 2003)).
 2. Lease Documentation for St. Petersburg, Florida Facility:
 - A. Master Agreement (Florida Property) dated as of December 30, 1999 between Equifax Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank, Atlanta (as agent and lender).
 - B. Lease Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor) and Equifax Inc. (as lessee).
 - C. Loan Agreement dated as of December 30, 1999 between Prefco VI Limited Partnership (as lessor and borrower) and SunTrust Bank, Atlanta (as agent).
 - D. Mortgage and Security Agreement dated as of December 30, 1999 made by Prefco VI Limited Partnership (as mortgagor) in favor of SunTrust Bank, Atlanta (as agent and mortgagee).
 - E. Assignment of Lease and Rents dated as of December 30, 1999 made by Prefco VI Limited Partnership Inc. (as assignor) in favor of SunTrust Bank, Atlanta (as assignee).
 - F. Operative Guaranty dated as of December 30, 1999 made by Equifax Inc. (as guarantor).
 - G. Assignment and Assumption of Lease and Other Operative Documents dated as of June 25, 2001 among Equifax Inc. (as assignor), Certegy Inc. (as assignee), Prefco VI Limited Partnership (as lessor), Atlantic Financial Group, Ltd., and SunTrust Bank (as agent and lender).
 - H. Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of September 17, 2004 among
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Schedule 7.3

Fidelity National Information Services, Inc., successor to Certegy Inc., (as lessee and guarantor), Prefco VI Limited Partnership (as lessor) and SunTrust Bank (as agent and lender).

- I. Second Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of February 1, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor) and SunTrust Bank (as agent and lender).
- J. Third Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated as of April 28, 2006 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor) and SunTrust Bank (as agent and lender).
- K. Fourth Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated on or about January 18, 2007 (as amended) among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor) and SunTrust Bank (as agent and lender).
- L. Fifth Omnibus Amendment to Master Agreement, Lease, Loan Agreement and Definitions Appendix A [Florida] dated on or about the Amendment No. 1 Effective Date (as amended) among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor) and SunTrust Bank (as agent and lender).
- M. Subsidiary Guaranty Agreement dated as of February 1, 2006 (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
- N. Amended and Restated Subsidiary Guaranty Agreement dated as of the Amendment No. 1 Effective Date (as amended) made by certain subsidiaries of Fidelity National Information Services, Inc.
- O. Guaranty Supplement for eFunds Corporation [Florida] dated as of September 12, 2007 among each of the Subsidiaries party thereto (each such Subsidiary individually, a Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).

Schedule 7.3

- P. Guaranty Supplement No. 2 [Florida] dated as of February 19, 2008 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).
- Q. Guaranty Supplement No. 3 [Florida] dated as of March 27, 2008 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).
- R. Guaranty Supplement No. 4 [Florida] dated as of May 30, 2008 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).
- S. Guaranty Supplement No. 5 [Florida] dated as of June 12, 2008 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).
- T. Guaranty Supplement No. 6 [Florida] dated as of July 22, 2008 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).
- U. Guaranty Supplement No. 7 [Florida] dated as of September 14, 2009 among each of the Subsidiaries party thereto (each such Subsidiary individually, a “Guarantor” and collectively, the “Guarantors”) of Fidelity National Information Services, Inc. (formerly known as Certegy Inc.), a Georgia corporation (as lessee), as SunTrust Banks, Inc. a Georgia corporation, (as lessor), and SunTrust Bank, a Georgia banking corporation, (as agent).

Schedule 7.3

- V. Sixth Omnibus Amendment to Loan Agreement and Definitions Appendix A [Florida] dated on September 17, 2009 among Fidelity National Information Services, Inc., successor to Certegy Inc. (as lessee and guarantor), Prefco VI Limited Partnership (as lessor); and SunTrust Bank (as agent and lender).
 - W. The other "Operative Documents" as defined in the aforesaid Master Agreement.
3. That certain Guaranty made in connection with the Brazil Joint Venture listed in Schedule 7.2.
 4. That certain Guaranty in Elavon, Inc. listed in Schedule 7.2.
 5. Lease Documentation related to the leasing of aircraft by Fidelity National Information Services, Inc. for Aircraft Lease (S/N 258568) dated as of December 13, 2002 among Banc of America Leasing & Capital, LLC (successor by merger to Fleet Capital Corporation), as lessor, and Fidelity National Information Services, Inc. and Lender Processing Services, Inc., as co-lessees, as co-lessees (successors in interest to Rocky Mountain Aviation, Inc.), as amended, supplemented and assigned thereafter.
 6. Lease Documentation related to the leasing of aircraft by Fidelity National Information Services, Inc. for Aircraft Lease (N90FT) dated as of December 16, 2008 between BB&T Equipment Finance Corporation (successor in interest to The Fifth Third Leasing Company), as lessor, and Fidelity National Information Services, Inc., as lessee, as amended, supplemented and assigned thereafter.
 7. Indebtedness associated with equipment loans and leases related to the liens therefor listed on Schedule 7.1.
 8. Indebtedness under that certain Receivables Purchase Agreement dated October 1, 2009 among FIS Receivables SPV, LLC, Fidelity National Information Services, Inc., each of the Receivables Administrators (as defined therein) party thereto, each of the Purchasers (as defined therein) party thereto and JPMorgan Chase Bank, N.A., as agent, that certain Receivables Sale Agreement dated October 1, 2009 among Fidelity National Information Services, Inc., each of the Originators (as defined therein) party thereto and FIS Receivables SPV, LLC and that certain Guaranty dated October 1, 2009 among Fidelity National Information Services, Inc. and the Subsidiary Guarantors (as defined therein) party thereto in favor of the Guaranteed Parties (as defined therein).
 9. Indebtedness identified on MV Schedule 7.3 attached hereto.
 10. Capital Leases identified below:

Schedule 7.3

Capital Leases¹

<u>Lessee</u>	<u>Lessor</u>	<u>Description of Goods</u>	<u>Date of Lease</u>
Fidelity National Card Services Inc.	Pitney Bowes	2 asp Inserters	April 2003
Fidelity National Card Services Inc.	Pitney Bowes	3rd asp Inserter	January 2004
Fidelity National Card Services Inc.	OCE	1 Duplex Printer	March 2005
Fidelity National Card Services Inc.	OCE	1 Triplex Printer	April 2004
Fidelity National Card Services Inc.	CompServe	Tape Library	April 2005
eFunds Corporation	GE Express Financial Solutions	Copier Lease from NCPS; A&A completed to eFunds Corporation; Assets transferred to Sunrise, FL Jul/Aug 2006	February 2004
eFunds Corporation	Gordon Flesch Company, Inc.	Copiers are MKE, New Berlin, Woodbury, Phoenix, Scottsdale	January 2005
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Itanium DEVL System	October 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Itanium DEVL System (CPUs)	October 2006
eFunds Corporation	Hewlett-Packard Financial Svc Co.	Integrity DEV System	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	N1 Integrity System — Blades and 3YR Term License	October 2007

¹ Capital Leases total \$19,961,732 as of June 30, 2009.

<u>Lessee</u>	<u>Lessor</u>	<u>Description of Goods</u>	<u>Date of Lease</u>
eFunds Corporation	Hewlett-Packard Financial Svc Co.	N1 Integrity Frames	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	P1 Integrity System —Blades and 3YR Term License	October 2007
eFunds Corporation	Hewlett-Packard Financial Svc Co.	P1 Integrity Frames	October 2007
eFunds Canada Corporation	Image Financial Services Inc.	New Canon imagerunner C2058 printer	September 2002
Assigned from Oasis Technologies		IR600 Connected	
		IR550 S/A, IR550 Printer Board,	
		CLBP 460 Printer	

Schedule 7.3

Schedule 7.3

EXISTING INDEBTEDNESS

(MV)

(all outstanding balances are as of September 30, 2009)

1. 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 CDNS\$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.
2. 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; expires October 1, 2009.
3. 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 Payments Network, LLC [incorrectly identified as "NYCE Corporation"] for the benefit of Hartz Mountain Industries, Inc.; expires January 31, 2011.
4. Lease Documentation related to the leasing of aircraft by Metavante Corporation for Aircraft Lease (680-0148) dated as of October 17, 2007 between M&I Equipment Finance Company, as Lessor and Metavante Corporation, as Lessee, as amended, supplemented and assigned thereafter.

Schedule 7.3

Schedule 7.8

EXISTING AFFILIATE TRANSACTIONS

(FIS and MV)

None.

Schedule 7.8

Schedule 7.9

EXISTING BURDENSOME AGREEMENTS

(FIS)

Burdensome Agreements identified on MV Schedule 7.9 attached hereto.

Schedule 7.9

Schedule 7.9

EXISTING BURDENSOME AGREEMENTS

(MV)

1. Share Subscription Agreement by and among Metavante Corporation and ICICI OneSource Limited dated March 31, 2006.
2. Joint Venture Agreement between Metavante Corporation and Monitise Inc. effective as of May 22, 2007, as amended, including exhibits, related agreements and schedules to each of the agreements.
3. Shareholders Agreement dated as of September 12, 2003 among Everlink Payment Services Inc., NYCE Corporation, Celero Solutions Inc. and any other person who will thereafter become a shareholder and CU Electronic Transaction Services, Credit Union Central Alberta Limited, Credit Union Central of Saskatchewan, Co-operative Trust Company of Canada and Manitoba Co-operative Credit Society Limited, including exhibits, related agreements and schedules to each of the agreements.

Schedule 7.9

**SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of September 30, 2009, by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **WILLIAM P. FOLEY, II** (the "Employee") and is effective as of the Effective Date (as defined in the Agreement and Plan of Merger, dated as of March 31, 2009, by and among the Company, Cars Holdings, LLC and Metavante Technologies, Inc.). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Purpose. This Agreement amends and restates, in its entirety, the obligations of the parties under the Amended and Restated Employment Agreement between the Company and the Employee, dated as of July 2, 2008 (the "Prior Agreement"). The purpose of this Agreement is to recognize the importance of the Employee's continued services to the Company's future success, to assure the Company of the services of the Employee following the Effective Date notwithstanding any right the Employee may have to terminate the Prior Agreement, and to provide a single, integrated document which shall provide the basis for the Employee's continued employment by the Company. In the event the Effective Date does not occur, this Second Amended and Restated Employment Agreement shall be *void ab initio* and of no further force and effect, and the Employee's Prior Agreement shall continue to remain in full force and effect.

2. Employment and Duties. Subject to the terms and conditions of this Agreement, the Company agrees to continue to employ the Employee to serve in an executive capacity as Executive Chairman. The Employee accepts such continued employment and agrees to undertake and discharge the duties, functions and responsibilities set forth in Appendix A attached hereto. In addition to the duties and responsibilities specifically assigned to the Employee pursuant to Appendix A, the Employee will perform such other duties, functions and responsibilities as are from time to time assigned to the Employee by the Board of Directors of the Company (the "Board") in writing, consistent with the terms and provisions of this Agreement.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years ending on the second anniversary of the Effective Date or, if later, ending on the last day of any extension made pursuant to the next sentence, subject to prior termination as set forth in Section 8 (such term, including any extensions pursuant to the next sentence, the "Employment Term"). The Employment Term shall be extended automatically for one (1) additional year on the first anniversary of the Effective Date and for an additional year each anniversary thereafter unless and until either party gives written notice to the other not to extend the Employment Term before such extension would be effectuated. Notwithstanding any termination of the Employment Term or the Employee's employment, the Employee and the Company agree that Sections 8 through 10 shall remain in effect until all parties' obligations and benefits are satisfied thereunder.

4. Salary. During the Employment Term, the Company shall pay the Employee a base salary, at an annual rate, before deducting all applicable withholdings, of no less than \$550,000

per year, payable at the time and in the manner dictated by the Company's standard payroll policies. Such minimum annual base salary may be periodically reviewed and increased (but not decreased without the Employee's express written consent) at the discretion of the Board or the Compensation Committee of the Board (the "Committee") to reflect, among other matters, cost of living increases and performance results (such annual base salary, including any increases pursuant to this Section 4, the "Annual Base Salary").

5. **Other Compensation and Fringe Benefits.** In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which the Company or an affiliate of the Company may from time to time make available to the Employee, the Employee shall be entitled to the following during the Employment Term:

- (a) the standard Company benefits enjoyed by the Company's other top executives as a group;
 - (b) medical and other insurance coverage (for the Employee and any covered dependents) provided by the Company to its other top executives as a group, which the Employee has not elected to receive as of the date hereof because he receives such insurance coverage from another employer;
 - (c) eligibility to elect and purchase supplemental disability insurance sufficient to provide two-thirds of the Employee's pre-disability Annual Base Salary;
 - (d) an annual incentive bonus opportunity under the Company's annual incentive plan ("Annual Bonus Plan") for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by the Committee ("Annual Bonus"). The Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 250% of the Employee's Annual Base Salary, with a maximum of up to 500% of the Employee's Annual Base Salary (collectively, the target and maximum are referred to as the "Annual Bonus Opportunity"). The Employee's Annual Bonus Opportunity may be periodically reviewed and increased (but not decreased without the Employee's express written consent) at the discretion of the Committee. The Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates. Unless provided otherwise herein or the Board or the Committee determines otherwise, no Annual Bonus shall be paid to the Employee unless the Employee is employed by the Company, or an affiliate thereof, on the Annual Bonus payment date;
 - (e) participation in all Company-sponsored incentive compensation plans, including a Synergy Plan that is associated with the integration of Metavante Technologies, Inc. pursuant to which the Employee shall be eligible to receive a bonus in the amount of \$7,000,000 upon the Company achieving at least \$260,000,000 in post-Effective Date annual recurring cost savings payable at the same time and in the same proportion as paid to all other participants in the Synergy Plan in accordance with and subject to such terms and conditions established by the Committee (the "Synergy Bonus");
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- (f) on the Effective Date, the Employee shall be granted a retention equity award consisting of that number of restricted stock units in respect of Company common stock determined by dividing \$9,100,000 by the closing price per share of the Company's common stock on the Effective Date (the "Retention RSU Award"). The Retention RSU Award shall fully vest and be settled on the date that is six months from the Effective Date (provided that Employee remains employed with the Company through the date that is six months from the Effective Date), subject to earlier vesting and settlement in accordance with Section 9 of this Agreement upon the termination of the Employee's employment for any reason other than by the Employee without Good Reason (as defined below). The Retention RSU Award shall be settled in shares of Company common stock;
- (g) on the Effective Date, the Employee shall be awarded a cash retention award in an amount equal to \$1,400,000 (the "Retention Cash Award"), payable in a single lump sum coincident with the Company's payment under the Annual Bonus Plan (but in no event later than March 15, 2010), subject to such terms and conditions established by the Committee;
- (h) on the Effective Date, any award of restricted stock granted to the Employee prior to the Effective Date shall vest and become free of any applicable forfeiture and transfer restrictions as of the Effective Date; and
- (i) participation in the Company's equity incentive plans and all other benefits and incentive opportunities customarily made available to the Company's other top executives.

6. Vacation. For and during each calendar year within the Employment Term, the Employee shall be entitled to reasonable paid vacation periods consistent with the Employee's position and in accordance with the Company's standard policies, or as the Board may approve. In addition, the Employee shall be entitled to such holidays consistent with the Company's standard policies or as the Board or the Committee may approve.

7. Expense Reimbursement. In addition to the compensation and benefits provided herein, the Company shall, upon receipt of appropriate documentation, reimburse the Employee each month for his reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses to the extent such reimbursement is permitted under the Company's expense reimbursement policy.

8. Termination of Employment. The Company or the Employee may terminate the Employee's employment at any time and for any reason in accordance with Subsection 8(a) below. The Employment Term shall be deemed to have ended on the last day of the Employee's employment. The Employment Term shall terminate automatically upon the Employee's death.

- (a) Notice of Termination. Any purported termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in Section 25. For purposes of
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this Agreement, a "Notice of Termination" shall mean a notice that indicates the Date of Termination (as that term is defined in Subsection 8(b)) and, with respect to a termination due to Disability (as that term is defined in Subsection 8(e)), Cause (as that term is defined in Subsection 8(d)), or Good Reason (as that term is defined in Subsection 8(f)), sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from the Company shall specify whether the termination is with or without Cause or due to the Employee's Disability. A Notice of Termination from the Employee shall specify whether the termination is with or without Good Reason.

- (b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of the Employee's death. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Employee experiences a "separation from service" within the meaning of Code Section 409A (as defined in Section 28 of the Agreement), and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination," and all references herein to a "termination of employment" (or words of similar meaning) shall mean a "separation from service" within the meaning of Code Section 409A.
 - (c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.
 - (d) Cause. For purposes of this Agreement, a termination of the Employee's employment for "Cause" means a termination of the Employee's employment by the Company based upon the Employee's:
 - (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason);
 - (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason);
 - (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty;
 - (iv) material breach of this Agreement; or
 - (v) failure to materially cooperate with or impeding an investigation authorized by the Board. The Employee's termination for Cause shall be effective when and if a resolution is duly adopted by an affirmative vote of at least three-fourths (3/4) of the Board (less the Employee), stating that, in the good faith opinion of the Board, the Employee is guilty of the conduct described in the Notice of Termination and such conduct constitutes Cause under this Agreement; provided, however, that the Employee shall have been given reasonable opportunity (A) to cure any act or omission that constitutes Cause if capable of cure and (B), together with counsel,
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during the thirty (30) day period following the receipt by the Employee of the Notice of Termination and prior to the adoption of the Board's resolution, to be heard by the Board.

- (e) Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination by the Company based upon the Employee's entitlement to long-term disability benefits under the Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination; provided, however, that if the Employee is not a participant in the Company's long-term disability plan or policy on the Date of Termination, he shall still be considered terminated based upon Disability if he would have been entitled to benefits under the Company's long-term disability plan or policy had he been a participant on his Date of Termination.
 - (f) Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination by the Employee during the Employment Term based upon the occurrence (without the Employee's express written consent) of any of the following:
 - (i) a material diminution in the Employee's position or title, or the assignment of duties to the Employee that are materially inconsistent with the Employee's position or title;
 - (ii) a material diminution in the Employee's Annual Base Salary or Annual Bonus Opportunity;
 - (iii) within six (6) months immediately preceding or within two (2) years immediately following a Change in Control: (A) a material adverse change in the Employee's status, authority or responsibility (*e.g.*, the Employee no longer serving as Executive Chairman of the Board would constitute such a material adverse change) as of immediately following the Effective Date; (B) a material adverse change in the position to whom the Employee reports (including any requirement that the Employee report to a corporate officer or employee instead of reporting directly to the Board) or to the Employee's service relationship (or the conditions under which the Employee performs his duties) as a result of such reporting structure change, or a material diminution in the authority, duties or responsibilities of the position to whom the Employee reports; (C) a material diminution in the budget over which the Employee has managing authority as of immediately following the Effective Date; or (D) a material change in the geographic location of the Employee's principal place of employment (*e.g.*, the Company has determined that a relocation of more than thirty-five (35) miles would constitute such a material change); or
 - (iv) a material breach by the Company of any of its obligations under this Agreement.
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Notwithstanding the foregoing, the Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate the Employee for Cause shall not constitute Good Reason. The Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no such event described above shall constitute Good Reason unless: (1) the Employee gives Notice of Termination to the Company specifying the condition or event relied upon for such termination either: (x) within ninety (90) days of the initial existence of such event; or (y) in the case of an event predating a Change in Control, within ninety (90) days of the Change in Control; and (2) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of the Employee's Notice of Termination (the "Cure Period"). In the event that the Company fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Employee's Date of Termination must occur, if at all, within one-hundred fifty (150) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

9. Obligations of the Company Upon Termination.

- (a) Termination by the Company for a Reason Other than Cause, Death or Disability and Termination by the Employee for Good Reason. If the Employee's employment is terminated by: (1) the Company for any reason other than Cause, Death or Disability; or (2) the Employee for Good Reason:
- (i) the Company shall pay the Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary; (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to the Employee for expenses incurred prior to the Date of Termination; and (C) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the calendar year prior to the year in which the Date of Termination occurs;
 - (ii) the Company shall pay the Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by the Employee for the year in which the Date of Termination occurs (based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred, or the prior year if no target Annual Bonus Opportunity has yet been determined, and the actual satisfaction of the applicable performance measures, but ignoring any requirement under the Annual Bonus plan that the Employee must be employed on the payment date) multiplied by the percentage of the calendar year completed before the Date of Termination;
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- (iii) the Company shall pay the Employee, no later than the sixty-fifth (65th) calendar day after the Date of Termination, a lump-sum payment equal to the sum of (A) product of (x) the sum of: (1) the Employee's Annual Base Salary in effect immediately prior to the Date of Termination (disregarding any reduction in Annual Base Salary to which the Employee did not expressly consent in writing) and (2) the highest Annual Bonus paid to the Employee by the Company within the three (3) years preceding his termination of employment or, if higher, the target Annual Bonus Opportunity in the year in which the Date of Termination occurs and (y) if the Date of Termination occurs (1) during the period from the Effective Date through the first annual anniversary of the Effective Date, three (3); (2) during the period from the day following the first annual anniversary of the Effective Date through the second annual anniversary of the Effective Date, two (2); and (3) following the second annual anniversary of the Effective Date through the end of the Employment Term (including extensions), one (1), and (B) to the extent unpaid, the Retention Cash Award;
 - (iv) all stock options, restricted stock, performance shares and other equity-based awards granted by the Company prior to the Effective Date (collectively, the "Prior Equity Awards") and all stock options, restricted stock and other equity-based incentive awards granted by the Company on or following the Effective Date (the "New Equity Awards"), including the Retention RSU Award, in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or paid or settled, as the case may be; *provided, however*, that notwithstanding the foregoing, any such Prior Equity Awards or New Equity Awards (including the Retention RSU Award) that constitute a non-qualified deferred compensation arrangement within the meaning of Code Section 409A shall be paid or settled on the earliest date coinciding with or following the Date of Termination that does not result in a violation of or penalties under Code Section 409A; and
 - (v) the Company shall provide the Employee with certain continued welfare benefits as follows:
 - (A) Any life insurance coverage provided by the Company shall terminate at the same time as life insurance coverage would normally terminate for any other employee that terminates employment with the Company, and the Employee shall have the right to convert that life insurance coverage to an individual policy under the regular rules of the Company's group policy. In addition, if the Employee is covered under or receives life insurance coverage provided by the Company on the Date of Termination, then within thirty (30) business days after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six (36) monthly life insurance premiums based on the monthly premiums that would be due assuming that the Employee had converted his Company life insurance coverage that was in effect on the Notice of Termination into an individual policy.
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- (B) As long as the Employee pays the full monthly premiums for COBRA coverage, the Company shall provide the Employee and, as applicable, the Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to the Company's active executives and their dependents until the earlier of: (i) three (3) years after the Date of Termination; or (ii) the date the Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, within thirty (30) business days after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six (36) monthly medical and dental COBRA premiums based on the level of coverage in effect for the Employee (*e.g.*, employee only or family coverage) on the Date of Termination.
- (b) Termination by the Company for Cause. If the Employee's employment is terminated (i) by the Company for Cause or (ii) by the Employee without Good Reason, the Company shall pay the Employee any Accrued Obligations. In addition, the Employee's Prior Equity Awards and, except in the case of a termination of Employee's employment for Cause, the Employee's New Equity Awards (other than the Retention RSU Award, which is discussed in the sentence immediately below), in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement. If the Employee's employment is terminated by the Company for Cause, the Retention RSU Award, to the extent outstanding but not vested as of the Date of Termination, shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.
- (c) Termination by the Employee without Good Reason. If the Employee's employment is terminated by the Employee without Good Reason, the Company shall pay the Employee any Accrued Obligations. In addition, the Company shall pay the Employee no later than the sixty-fifth (65th) calendar day after the Date of Termination, a prorated Annual Bonus based upon the target Annual Bonus opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination. In addition, the Employee's Prior Equity Awards and, except in the case of a termination of Employee's employment for Cause, the Employee's New Equity Awards (other than the Retention RSU Award, which is discussed in the sentence immediately below), in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement. If the Employee's employment is terminated by the Company for Cause, the Retention RSU Award, to the extent outstanding but not vested as of the Date of Termination, shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.
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- (d) Termination due to Death or Disability. If the Employee's employment is terminated due to death or Disability, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death), any Accrued Obligations. In addition, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death) no later than the sixty-fifth (65th) calendar day after the Date of Termination: (i) a prorated Annual Bonus based upon the target Annual Bonus opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination, plus (ii) the unpaid portion of the Annual Base Salary for the remainder of the Employment Term; plus (iii) to the extent unpaid, the Retention Cash Award. In addition, the Employee's Prior Equity Awards and New Equity Awards (including the Retention RSU Award), in each case, that are outstanding but not vested as of the Date of Termination shall vest and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.
- (e) Definition of Change in Control. For purposes of this Agreement, the term "Change in Control" shall mean that the conditions set forth in any one of the following subsections shall have been satisfied:
- (i) the acquisition, directly or indirectly, by any "person" (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and used in Sections 13(d) and 14(d) thereof) of "beneficial ownership" (within the meaning of Rule 13d-3 of the Exchange Act) of securities of the Company possessing more than fifty percent (50%) of the total combined voting power of all outstanding securities of the Company;
 - (ii) a merger or consolidation in which the Company is not the surviving entity, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such merger or consolidation hold, in the aggregate, securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the surviving entity immediately after such merger or consolidation;
 - (iii) a reverse merger in which the Company is the surviving entity but in which securities possessing more than fifty percent (50%) of the total combined voting power of all outstanding voting securities of the Company are transferred to or acquired by a person or persons different from the persons holding those securities immediately prior to such merger;
 - (iv) during any period of two (2) consecutive years during the Employment Term or any extensions thereof, individuals, who, as of the Effective Date (including, without limitation, the Metavante directors), constitute the Board, cease for any reason to constitute at least a majority thereof, unless the election of each director who was not a director at the beginning of such period has been
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approved in advance by directors representing at least two-thirds of the directors then in office who were directors at the beginning of the period;

- (v) the sale, transfer or other disposition (in one transaction or a series of related transactions) of assets of the Company that have a total fair market value equal to or more than one-third of the total fair market value of all of the assets of the Company immediately prior to such sale, transfer or other disposition, other than a sale, transfer or other disposition to an entity (A) which immediately following such sale, transfer or other disposition owns, directly or indirectly, at least fifty percent (50%) of the Company's outstanding voting securities or (B) fifty percent (50%) or more of whose outstanding voting securities is immediately following such sale, transfer or other disposition owned, directly or indirectly, by the Company. For purposes of the foregoing clause, the sale of stock of a subsidiary of the Company (or the assets of such subsidiary) shall be treated as a sale of assets of the Company; or
 - (vi) the approval by the stockholders of the Company of a plan or proposal for the liquidation or dissolution of the Company.
- (f) Six-Month Delay. To the extent the Employee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations and other guidance promulgated thereunder and any elections made by the Company in accordance therewith, notwithstanding the timing of payment provided in any other Section of this Agreement, no payment, distribution or benefit under this Agreement that constitutes a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) upon separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), after taking into account all available exemptions, that would otherwise be payable, distributable or settled during the six (6) month period after separation from service, will be made during such six (6) month period, and any such payment, distribution or benefit will instead be paid, distributed or settled on the first business day after such six (6) month period; *provided, however*, that if the Employee dies following the Date of Termination and prior to the payment, distribution, settlement or provision of any payments, distributions or benefits delayed on account of Code Section 409A, such payments, distributions or benefits shall be paid or provided to the personal representative of the Employee's estate within 30 days after the date of the Employee's death.

10. Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to the Employee or for the Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to Company within thirty (30) days after the Date of

Termination. If the Employee does not elect to have Payments reduced to the Scaled Back Amount, the Employee shall be responsible for payment of any Excise Tax resulting from the Payments and the Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation described in Section 9(a)(iii); (ii) cash compensation described in Section 9(a)(ii); (iii) cash compensation described in Section 9(a)(v); (ii) equity compensation described in Section 9(a)(iv) (first any equity compensation that constitutes deferred compensation subject to Section 409A and then equity compensation that is not subject to Section 409A), and then (iii) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to the Employee shall be reduced first.

11. Non-Delegation of the Employee's Rights. The obligations, rights and benefits of the Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

12. Confidential Information. The Employee acknowledges that he will occupy a position of trust and confidence and will have access to and learn substantial information about the Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates. The Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case may be. The Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will the Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this Section 12. Accordingly, the Employee agrees that during the Employment Term and at all times thereafter he will not disclose, or permit or encourage anyone else to disclose, any such information, nor will he utilize any such information, either alone or with others, outside the scope of his duties and responsibilities with the Company and its affiliates.

13. Non-Competition.

- (a) During Employment Term. The Employee agrees that, during the Employment Term, he will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to the Company and its affiliates, and he will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates'
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principal business. In addition, during the Employment Term, the Employee will undertake no planning for or organization of any business activity competitive with the work he performs as an employee of the Company, and the Employee will not combine or conspire with any other employee of the Company or any other person for the purpose of organizing any such competitive business activity.

- (b) **After Employment Term.** The parties acknowledge that the Employee will acquire substantial knowledge and information concerning the business of the Company and its affiliates as a result of his employment. The parties further acknowledge that the scope of business in which the Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by the Employee in that business after the Employment Term would severely injure the Company and its affiliates. Accordingly, for a period of one (1) year after the Employee's employment terminates for any reason whatsoever, except as otherwise stated herein below, the Employee agrees: (i) not to become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with the Company or its affiliates in their principal products and markets; and (ii), on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of the Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, the Employee shall not be subject to the restrictions set forth in this Subsection 13(b) if: (A) the Employee's employment is terminated by the Company without Cause; (B) the Employee terminates employment for Good Reason; or (C) the Employee's employment is terminated as a result of the Company's unwillingness to extend the Employment Term.
- (c) **Exclusion.** Working, directly or indirectly, for any of the following entities shall not be considered competitive to the Company or its affiliates for the purpose of this Section 13: (i) Fidelity National Financial, Inc., its affiliates or their successors; (ii) Lender Processing Services, Inc., its affiliates or their successors; or (iii) the Company, its affiliates or their successors if this Agreement is assumed by a third party as contemplated in Section 21.

14. **Return of Company Documents.** Upon termination of the Employment Term, the Employee shall return immediately to the Company all records and documents of or pertaining to the Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of the Company or its affiliates.

15. **Improvements and Inventions.** Any and all improvements or inventions that the Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of the Company and its affiliates and not produced within the scope of the Employee's employment hereunder, shall be the sole and exclusive property of the Company. The Employee shall, whenever requested by the Company, execute and deliver any and all documents that the Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to the Company the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications.

16. Actions. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company will not have an adequate remedy at law in the event of a failure by the Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, it is agreed between and hereby acknowledged by the parties that, in the event of a breach by the Employee of any of the obligations of this Agreement, the Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from any court of competent jurisdiction to restrain or compel the Employee to perform as agreed herein. The Employee hereby acknowledges that obligations under Sections and Subsections 12, 13(b), 14, 15, 16, 17 and 18 shall survive the termination of employment and be binding by their terms at all times subsequent to the termination of employment for the periods specified therein. Nothing herein shall in any way limit or exclude any other right granted by law or equity to the Company.

17. Release. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit under Section 9 (other than due to the Employee's death), the Employee shall have executed a complete release of the Company and its affiliates and related parties in such form as is reasonably required by the Company, and any waiting periods contained in such release shall have expired; provided, however, that such release shall not apply to Employee's rights under the benefit plans and programs of the Company and its affiliates, which rights shall be determined in accordance with the terms of such plans and programs. With respect to any release required to receive payments owed pursuant to Section 9, the Company must provide the Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by the Employee and returned to the Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

18. No Mitigation. The Company agrees that, if the Employee's employment hereunder is terminated during the Employment Term, the Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Employee by the Company hereunder. Further, the amount of any payment or benefit provided for hereunder (other than pursuant to Subsection 9(a)(v) hereof) shall not be reduced by any compensation earned by the Employee as the result of employment by another employer, by retirement benefits or otherwise.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter, including without limitation the Prior Agreement. This Agreement may be amended only by a written document signed by both parties to this Agreement.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

21. Successors. This Agreement may not be assigned by the Employee. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of the Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption by a successor shall be a material breach of this Agreement. The Employee agrees and consents to any such assumption by a successor of the Company, as well as any assignment of this Agreement by the Company for that purpose. As used in this Agreement, "Company" shall mean the Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs, litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party no later than the end of the Employee's tax year following the Employee's tax year in which the payment amount becomes known and payable; provided, however, that on or after a Change in Control, and following the Employee's termination of employment with the Company, if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the Company shall pay (on an ongoing basis) to the Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by the Employee or others on his behalf (such amounts collectively referred to as the "Reimbursed Amounts"); provided, further, that the Employee shall reimburse the Company for the Reimbursed Amounts if it is determined that a majority of the Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to the Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by the Company within ninety (90) days after receiving the request and all substantiating documents requested from the Employee. The payment of Reimbursed Amounts during the Employee's tax year will not impact the Reimbursed Amounts for any other taxable year. The rights under this Section 23 shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

24. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If

any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of the Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants in this Agreement.

25. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:

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

To the Employee:

William P. Foley, II
c/o Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

26. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

27. Tax Withholding. The Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings the Company is required to deduct pursuant to state, federal or local laws.

28. Code Section 409A. To the extent applicable, it is intended that this Agreement and any payment made hereunder shall comply with the requirements of Section 409A of the Code, or an exemption or exclusion therefrom, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Code Section 409A"); *provided*, that for the avoidance of doubt, this provision shall not be construed to require a gross-up payment in respect of any taxes, interest or penalties imposed on the Employee as a result of Code Section 409A. Any provision that would cause the Agreement or any payment hereof to fail to satisfy Code Section 409A shall have no force or effect until amended in the least restrictive manner necessary to comply with Code Section 409A, which amendment may be retroactive to the extent permitted by Code Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Code Section 409A. In no event may Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. All reimbursements and in-kind benefits

provided under this Agreement shall be made or provided in accordance with the requirements of Code Section 409A, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Employee's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Employee's remaining lifetime. The Employee acknowledges that he has been advised to consult with an attorney and any other advisors of Employee's choice prior to executing this Agreement, and the Employee further acknowledges that, in entering into this Agreement, he has not relied upon any representation or statement made by any agent or representative of Company or its affiliates that is not expressly set forth in this Agreement, including, without limitation, any representation with respect to the consequences or characterization (including for purpose of tax withholding and reporting) of the payment of any compensation or benefits hereunder under Section 409A of the Code and any similar sections of state tax law.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Ronald D. Cook

Its: Executive Vice President, General Counsel
and Corporate Secretary

WILLIAM P. FOLEY, II

/s/ William P. Foley, II

APPENDIX A

Position Title: Executive Chairman

DUTIES AND RESPONSIBILITIES: Reporting to the Board, the Employee's duties and responsibilities consist of:

1. serving as Chairman of the Company's Board;
2. strategic planning and initiatives;
3. supervising integration efforts associated with strategic initiatives, including the acquisition of Metavante Technologies, Inc., as well as cost reductions and other synergies associated with this activity;
4. establishing the frequency of Board meetings and reviewing such frequency from time to time, as appropriate or as requested by the Board;
5. presiding over meetings of the Board and shareholders;
6. planning the contents and agenda of meetings of the Board and shareholders with the assistance of the Company's management;
7. recommending Board committee members and committee chair appointments to the Board for approval and reviewing the performance of those committees and chairs; and
8. serving as Chair of the Executive Committee of the Board of Directors.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of September 30, 2009, by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **LEE A KENNEDY** (the "Employee") and is effective as of the Effective Date (as defined in the Agreement and Plan of Merger, dated as of March 31, 2009, by and among the Company, Cars Holdings, LLC and Metavante Technologies, Inc.). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Purpose and Release. This Agreement amends and restates, in its entirety, the obligations of the parties under the Employment Agreement between the Company and the Employee, dated as of May 1, 2008 (the "Prior Agreement"). The purpose of this Agreement is to recognize the Employee's significant contributions to the overall financial performance and success of the Company, to acknowledge the importance of the Employee's continued services to the Company's future success, to assure the Company of the services of the Employee following the Effective Date notwithstanding any right the Employee may have to terminate the Prior Agreement, and to provide a single, integrated document which shall provide the basis for the Employee's continued employment by the Company. In consideration of the execution of this Agreement and the termination of all such prior agreements, the parties each release all rights and claims that they have, had or may have arising under such prior agreements, including the Prior Agreement. In the event the Effective Date does not occur, this Amended and Restated Employment Agreement shall be void *ab initio* and of no further force and effect, and the Employee's Prior Agreement shall continue in full force and effect.
 2. Employment and Duties. Subject to the terms and conditions of this Agreement, the Company agrees to continue to employ the Employee to serve in an executive capacity as Executive Vice Chairman. The Employee accepts such continued employment and agrees to undertake and discharge the duties, functions and responsibilities set forth in Appendix A attached hereto. In addition to the duties, functions and responsibilities specifically assigned to the Employee pursuant to Appendix A, the Employee will perform such other duties, functions and responsibilities as may be from time to time assigned to the Employee by the Board of Directors of the Company (the "Board") in writing, consistent with the terms and provisions of this Agreement.
 3. Term. The term of this Agreement shall commence on the Effective Date and, unless terminated as set forth in Section 8, shall continue for a period of two (2) years ending on the second anniversary of the Effective Date or, if later, through the last day of any extension made pursuant to the next sentence (the initial period and any extensions being collectively referred to as the "Employment Term"). This Agreement shall be extended automatically for one additional one (1) year on the first anniversary of the Effective Date and for an additional year each anniversary thereafter unless either party gives written notice to the other not to extend the Employment Term before such extension would be effectuated. Notwithstanding any termination of this Agreement or the Employee's employment, Sections 8 through 10 shall remain in effect unless and until all parties' obligations and benefits are satisfied thereunder.
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4. Salary. During the Employment Term, the Company shall pay the Employee a base salary, at an annual rate, before deducting all applicable withholdings, of no less than \$500,000 per year, payable at the time and in the manner dictated by the Company's standard payroll policies. Such minimum annual base salary may be periodically reviewed and increased (but not decreased without the Employee's express written consent) at the discretion of the Board or the Compensation Committee of the Board (the "Committee") to reflect, among other matters, cost of living increases and performance results (such annual base salary, including any increases pursuant to this Section 4, the "Annual Base Salary").

5. Other Compensation and Fringe Benefits. In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which the Company or an affiliate of the Company may from time to time make available to the Employee, the Employee shall be entitled to the following during the Employment Term:

- (a) the standard Company benefits enjoyed by the Company's other top executives as a group;
- (b) payment by the Company of the Employee's initiation and membership dues in all social and/or recreational clubs as deemed necessary and appropriate by the Company to maintain various business relationships on behalf of the Company; *provided, however*, that the Company shall not be obligated to pay for any of the Employee's personal purchases or expenses at such clubs;
- (c) medical and other insurance coverage (for the Employee and any covered dependents) provided by the Company to its other top executives as a group;
- (d) supplemental disability insurance sufficient to provide two-thirds of the Employee's pre-disability Annual Base Salary;
- (e) an annual incentive bonus opportunity under the Company's annual incentive plan ("Annual Bonus Plan") for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by the Committee ("Annual Bonus"). The Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 200% of the Employee's Annual Base Salary, with a maximum of up to 400% of the Employee's Annual Base Salary (collectively, the target and maximum are referred to as the "Annual Bonus Opportunity"). The Employee's Annual Bonus Opportunity may be periodically reviewed and increased (but not decreased without the Employee's express written consent) at the discretion of the Committee. The Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates. Unless provided otherwise herein or the Board or the Committee determines otherwise, no Annual Bonus shall be paid to the

Employee unless the Employee is employed by the Company, or an affiliate thereof, on the Annual Bonus payment date;

- (f) on the Effective Date, any award of restricted stock granted to the Employee prior to the Effective Date shall vest and become free of any applicable forfeiture and transfer restrictions as of the Effective Date;
- (g) on the Effective Date, the Employee shall be awarded a cash retention bonus in an amount equal to \$10,468,302 (the "Retention Cash Award"), payable in a single lump sum pursuant to the Employee's Prior Agreement as an inducement for Employee to enter into this Agreement and continue his employment relationship with the Company; *provided* that, for the avoidance of doubt, the Retention Cash Award shall not be taken into account in computing any benefits under any plan, program or arrangement of the Company or its affiliates and shall not be considered an "Annual Bonus"; and
- (h) participation in the Company's equity incentive plans and all other benefits and incentive opportunities customarily made available to the Company's other top executives.

6. Vacation. For and during each calendar year within the Employment Term, the Employee shall be entitled to reasonable paid vacation periods consistent with the Employee's position and in accordance with the Company's standard policies, or as the Board or the Committee may approve. In addition, the Employee shall be entitled to such holidays consistent with the Company's standard policies or as the Board or the Committee may approve.

7. Expense Reimbursement. In addition to the compensation and benefits provided herein, the Company shall, upon receipt of appropriate documentation, reimburse the Employee each month for his reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses to the extent such reimbursement is permitted under the Company's expense reimbursement policy.

8. Termination of Employment. The Company or the Employee may terminate the Employee's employment at any time and for any reason in accordance with Subsection 8(a) below. The Employment Term shall be deemed to have ended on the last day of the Employee's employment. The Employment Term shall terminate automatically upon the Employee's death.

(a) Notice of Termination. Any purported termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in Section 25. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the Date of Termination (as that term is defined in Subsection 8(b)) and, with respect to a termination due to Cause (as that term is defined in Subsection 8(d)), Disability (as that term is defined in Subsection 8(e)) or Good Reason (as that term is defined in Subsection 8(f)), sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from the Company shall specify

whether the termination is with or without Cause or due to the Employee's Disability. A Notice of Termination from the Employee shall specify whether the termination is with or without Good Reason.

(b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of the Employee's death. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Employee experiences a "separation from service" within the meaning of Code Section 409A (as defined in Section 28 of the Agreement), and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination," and all references herein to a "termination of employment" (or words of similar meaning) shall mean a "separation from service" within the meaning of Code Section 409A.

(c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.

(d) Cause. For purposes of this Agreement, a termination of the Employee's employment for "Cause" means a termination of the Employee's employment by the Company based upon the Employee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty; (iv) material breach of this Agreement; or (v) failure to materially cooperate with or impeding an investigation authorized by the Board.

(e) Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination by the Company based upon the Employee's entitlement to long-term disability benefits under the Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination; *provided, however*, that if the Employee is not a participant in the Company's long-term disability plan or policy on the Date of Termination, he shall still be considered terminated based upon Disability if he would have been entitled to benefits under the Company's long-term disability plan or policy had he been a participant on his Date of Termination.

(f) Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination by the Employee during the Employment Term based upon the occurrence (without the Employee's express written consent) of any of the following:

- (i) a material diminution in the Employee's position or title, or the assignment of duties to the Employee that are materially inconsistent with the Employee's position or title as set forth in this Agreement;

- (ii) a material diminution in the Employee's Annual Base Salary or Annual Bonus Opportunity;
- (iii) within six (6) months immediately preceding or within two (2) years immediately following a Change in Control: (A) a material adverse change in the Employee's status, authority or responsibility (e.g. the Company has determined that a change in the department or functional group over which the Employee has managerial authority would constitute such a material adverse change) as of immediately following the Effective Date; (B) a requirement that the Employee report to a corporate officer or the Employee instead of reporting directly to the Board; (C) a material diminution in the budget over which the Employee has managing authority as of immediately following the Effective Date; or (D) a material change in the geographic location of the Employee's principal place of employment, which is currently Jacksonville, Florida (e.g., the Company has determined that a relocation of more than thirty-five (35) miles would constitute such a material change); or
- (iv) a material breach by the Company of any of its obligations under this Agreement.

Notwithstanding the foregoing, the Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate the Employee for Cause shall not constitute Good Reason. The Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; *provided, however*, that no such event described above shall constitute Good Reason unless: (1) the Employee gives Notice of Termination to the Company specifying the condition or event relied upon for such termination either: (x) within ninety (90) days of the initial existence of such event; or (y) in the case of an event predating a Change in Control, within ninety (90) days of the Change in Control; and (2) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of the Employee's Notice of Termination (the "Cure Period"). In the event that the Company fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Employee's Date of Termination must occur, if at all, within one-hundred fifty (150) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

9. Obligations of Company Upon Termination.

(a) Termination by Company for a Reason Other than Cause, Death or Disability and Termination by Employee for Good Reason. If the Employee's employment is terminated by: (1) the Company for any reason other than Cause, Death or Disability; or (2) the Employee for Good Reason:

- (i) the Company shall pay the Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary; (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to the Employee for expenses incurred prior to the Date of Termination; and (C) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the calendar year prior to the year in which the Date of Termination occurs;
- (ii) the Company shall pay the Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by the Employee for the year in which the Date of Termination occurs (based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred, or the prior year if no target Annual Bonus Opportunity has yet been determined, and the actual satisfaction of the applicable performance measures, but ignoring any requirement under the Annual Bonus plan that the Employee must be employed on the payment date) multiplied by the percentage of the calendar year completed before the Date of Termination;
- (iii) the Company shall pay the Employee, within sixty-five (65) days after the Date of Termination, a lump-sum payment equal to the sum of (A) the amount equal to the product of (x) the sum of (1) the Employee's Annual Base Salary in effect immediately prior to the Date of Termination (disregarding any reduction in Annual Base Salary to which the Employee did not expressly consent in writing); and (2) the Employee's target Annual Bonus Opportunity in the year in which the Date of Termination occurs, and (y) a fraction, the numerator of which is equal to the number of days remaining in the then-current Employment Term from and after the Date of Termination and the denominator of which is equal to 365, and (B) to the extent unpaid, the Retention Cash Award;
- (iv) all stock options, restricted stock, performance shares and other equity-based awards granted by the Company prior to the Effective

Date (collectively, the "Prior Equity Awards") and all stock options, restricted stock and other equity-based incentive awards granted by the Company on or following the Effective Date (the "New Equity Awards"), in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or paid or settled, as the case may be; *provided, however*, that notwithstanding the foregoing, any such Prior Equity Awards or New Equity Awards that constitute a non-qualified deferred compensation arrangement within the meaning of Code Section 409A shall be paid or settled on the earliest date coincident with or following the Date of Termination that does not result in a violation of or penalties under Code Section 409A; and

(v) the Company shall provide the Employee with certain continued welfare benefits as follows:

- (a) Any life insurance coverage provided by the Company shall terminate at the same time as life insurance coverage would normally terminate for any other employee that terminates employment with the Company, and the Employee shall have the right to convert that life insurance coverage to an individual policy under the regular rules of the Company's group policy. In addition, within thirty (30) business days after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six monthly life insurance premiums based on the monthly premiums that would be due assuming that the Employee had converted his/her Company life insurance coverage that was in effect on the Notice of Termination into an individual policy; and
- (b) As long as the Employee pays the full monthly premiums for COBRA coverage, the Company shall provide the Employee and, as applicable, the Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to the Company's active executives and their dependents until the earlier of: (i) three (3) years after the Date of Termination; or (ii) the date the Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, within thirty (30) business days after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six monthly medical and dental COBRA premiums based on the level of coverage in effect for the Employee (e.g., employee only or family coverage) on the Date of Termination.

(b) **Termination by Company for Cause.** If the Employee's employment is terminated by the Company for Cause or by the Employee without Good Reason, the Company shall pay the Employee any Accrued Obligations. In addition, the Employee's Prior Equity Awards and, except in the case of a termination of the Employee's employment for Cause, the Employee's New Equity Awards, in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.

(c) **Termination by Employee without Good Reason.** If the Employee's employment is terminated by the Employee without Good Reason, the Company shall pay the Employee any Accrued Obligations. In addition, the Company shall pay the Employee no later than the sixty-fifth (65th) calendar day, a prorated Annual Bonus based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination. In addition, the Employee's Prior Equity Awards and, except in the case of a termination of the Employee's employment for Cause, the Employee's New Equity Awards, in each case, that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.

(d) **Termination due to Death or Disability.** If the Employee's employment is terminated due to death or Disability, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death) any Accrued Obligations. In addition, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death) no later than the sixty-fifth (65th) calendar day (i) a prorated Annual Bonus based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination; plus (ii) the unpaid portion of the Annual Base Salary for the remainder of the Employment Term; plus (iii) to the extent unpaid, the Retention Cash Award. In addition, the Employee's Prior Equity Awards and New Equity Awards, in each case, that are outstanding but not vested as of the Date of Termination shall vest and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.

(e) **Definition of Change in Control.** For purposes of this Agreement, the term "**Change in Control**" shall mean that the conditions set forth in any one of the following subsections shall have been satisfied:

- (i) the acquisition, directly or indirectly, by any "**person**" (within the meaning of Section 3(a)(9) of the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**") and used in Sections 13(d) and 14(d) thereof) of "**beneficial ownership**" (within the meaning of Rule 13d-3 of the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of all outstanding securities of the Company;

- (ii) a merger or consolidation in which the Company is not the surviving entity, except for a transaction in which the holders of the outstanding voting securities of the Company immediately prior to such merger or consolidation hold, in the aggregate, securities possessing more than 50% of the total combined voting power of all outstanding voting securities of the surviving entity immediately after such merger or consolidation;
- (iii) a reverse merger in which the Company is the surviving entity but in which securities possessing more than 50% of the total combined voting power of all outstanding voting securities of the Company are transferred to or acquired by a person or persons different from the persons holding those securities immediately prior to such merger;
- (iv) during any period of two (2) consecutive years during the Employment Term or any extensions thereof, individuals, who, as of the Effective Date (including, without limitation, the Metavante directors), constitute the Board, cease for any reason to constitute at least a majority thereof, unless the election of each director who was not a director at the beginning of such period has been approved in advance by directors representing at least two-thirds of the directors then in office who were directors at the beginning of the period;
- (v) the sale, transfer or other disposition (in one transaction or a series of related transactions) of assets of the Company that have a total fair market value equal to or more than one-third of the total fair market value of all of the assets of the Company immediately prior to such sale, transfer or other disposition, other than a sale, transfer or other disposition to an entity (x) which immediately following such sale, transfer or other disposition owns, directly or indirectly, at least 50% of the Company's outstanding voting securities or (y) 50% or more of whose outstanding voting securities is immediately following such sale, transfer or other disposition owned, directly or indirectly, by the Company. For purposes of the foregoing clause, the sale of stock of a subsidiary of the Company (or the assets of such subsidiary) shall be treated as a sale of assets of the Company; or
- (vi) the approval by the stockholders of the Company of a plan or proposal for the liquidation or dissolution of the Company.

(f) Six-Month Delay. To the extent the Employee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations and other guidance promulgated thereunder and any elections made by the Company in accordance therewith, notwithstanding the timing of payment provided in any

other Section of this Agreement, no payment, distribution or benefit under this Agreement that constitutes a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) upon separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), after taking into account all available exemptions, that would otherwise be payable, distributable or settled during the six (6) month period after separation from service, will be made during such six (6) month period, and any such payment, distribution or benefit will instead be paid, distributed or settled on the first business day after such six (6) month period; *provided, however*, that if the Employee dies following the Date of Termination and prior to the payment, distribution, settlement or provision of any payments, distributions or benefits delayed on account of Code Section 409A, such payments, distributions or benefits shall be paid or provided to the personal representative of the Employee's estate within 30 days after the date of the Employee's death.

10. **Excise Taxes.** If any payments or benefits paid or provided or to be paid or provided to the Employee or for the Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with the Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to the Company within thirty (30) days after the Date of Termination. If the Employee does not elect to have Payments reduced to the Scaled Back Amount, the Employee shall be responsible for payment of any Excise Tax resulting from the Payments and the Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation described in Section 9(a)(iii); (ii) cash compensation described in Section 9(a)(ii); (iii) cash compensation described in Section 9(a)(v); (iv) equity compensation described in Section 9(a)(iv) (first any equity compensation that constitutes deferred compensation subject to Section 409A and then equity compensation that is not subject to Section 409A), and then (v) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to the Employee shall be reduced first.

11. **Non-Delegation of Employee's Rights.** The obligations, rights and benefits of the Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

12. **Confidential Information.** The Employee acknowledges that he will occupy a position of trust and confidence and will have access to and learn substantial information about the Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates. The Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case

may be. The Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will the Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this Section 12. Accordingly, the Employee agrees that during the Employment Term and at all times thereafter he will not disclose, or permit or encourage anyone else to disclose, any such information, nor will he utilize any such information, either alone or with others, outside the scope of his duties and responsibilities with the Company and its affiliates.

13. Non-Competition.

(a) During Employment Term. The Employee agrees that, during the Employment Term, he will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to the Company and its affiliates, and he will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates' principal business. In addition, during the Employment Term, the Employee will undertake no planning for or organization of any business activity competitive with the work he performs as an employee of the Company, and the Employee will not combine or conspire with any other employee of the Company or any other person for the purpose of organizing any such competitive business activity.

(b) After Employment Term. The parties acknowledge that the Employee will acquire substantial knowledge and information concerning the business of the Company and its affiliates as a result of his employment. The parties further acknowledge that the scope of business in which the Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by the Employee in that business after the Employment Term would severely injure the Company and its affiliates. Accordingly, for a period of one (1) year after the Employee's employment terminates for any reason whatsoever, except as otherwise stated herein below, the Employee agrees: (i) not to become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with the Company or its affiliates in their principal products and markets; and (ii), on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of the Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, the Employee shall not be subject to the restrictions set forth in this Subsection 13(b) if: (i) the Employee's employment is terminated by the Company without Cause; (ii) the Employee terminates employment for Good Reason; or (iii) the Employee's employment is terminated as a result of the Company's unwillingness to extend the Employment Term.

(c) Exclusion. Working, directly or indirectly, for any of the following entities shall not be considered competitive to the Company or its affiliates for the purpose of

this Section 13: (i) Fidelity National Financial, Inc., its affiliates or their successors; (ii) the Lender Processing Services division of Fidelity National Information Services, Inc. or its affiliates following the spin-off publicly announced on October 25, 2007, its affiliates or their successors; or (iii) Fidelity National Information Services, Inc. or its affiliates or their successors if this Agreement is assumed by a third party as contemplated in Section 21.

14. Return of Company Documents. Upon termination of the Employment Term, the Employee shall return immediately to the Company all records and documents of or pertaining to the Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of the Company or its affiliates.

15. Improvements and Inventions. Any and all improvements or inventions that the Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of the Company and its affiliates and not produced within the scope of the Employee's employment hereunder, shall be the sole and exclusive property of the Company. The Employee shall, whenever requested by the Company, execute and deliver any and all documents that the Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to the Company the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications.

16. Actions. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company will not have an adequate remedy at law in the event of a failure by the Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, it is agreed between and hereby acknowledged by the parties that, in the event of a breach by the Employee of any of the obligations of this Agreement, the Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from any court of competent jurisdiction to restrain or compel the Employee to perform as agreed herein. The Employee hereby acknowledges that obligations under Sections and Subsections 12, 13(b), 14, 15, 16, 17 and 18 shall survive the termination of employment and be binding by their terms at all times subsequent to the termination of employment for the periods specified therein. Nothing herein shall in any way limit or exclude any other right granted by law or equity to the Company.

17. Release. Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment of any amount or provision of any benefit under Section 9 (other than due to the Employee's death), the Employee shall have executed a complete release of the Company and its affiliates and related parties in such form as is reasonably required by the Company, and any waiting periods contained in such release shall have expired; *provided, however*, that such release shall not apply to Employee's rights under the benefit plans and programs of the Company and its affiliates, which rights shall be determined in accordance with the terms of such plans and programs. With respect to any release required to receive payments owed pursuant to Section 9, the Company must provide the Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by the Employee and returned to the Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

18. No Mitigation. The Company agrees that, if the Employee's employment hereunder is terminated during the Employment Term, the Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Employee by the Company hereunder. Further, the amount of any payment or benefit provided for hereunder (other than pursuant to Subsection 9(a)(v) hereof) shall not be reduced by any compensation earned by the Employee as the result of employment by another employer, by retirement benefits or otherwise.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter, including without limitation the Prior Agreement. This Agreement may be amended only by a written document signed by both parties to this Agreement.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

21. Successors. This Agreement may not be assigned by the Employee. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of the Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption by a successor shall be a material breach of this Agreement. The Employee agrees and consents to any such assumption by a successor of the Company, as well as any assignment of this Agreement by the Company for that purpose. As used in this Agreement, "Company" shall mean the Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs, litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party no later than the end of the Employee's tax year following the Employee's tax year in which the payment amount becomes known and payable; *provided, however*, that on or after a Change in Control, and following the Employee's termination of employment with the Company, if any party finds

it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the Company shall pay (on an ongoing basis) to the Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by the Employee or others on his behalf (such amounts collectively referred to as the "Reimbursed Amounts"); provided, further, that the Employee shall reimburse the Company for the Reimbursed Amounts if it is determined that a majority of the Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to the Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by the Company within ninety (90) days after receiving the request and all substantiating documents requested from the Employee. The payment of Reimbursed Amounts during the Employee's tax year will not impact the Reimbursed Amounts for any other taxable year. The rights under this Section 23 shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

24. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of the Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants in this Agreement.

25. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:

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

To the Employee:

Lee A. Kennedy
Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

26. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

27. Tax Withholding. the Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings the Company is required to deduct pursuant to state, federal or local laws.

28. Code Section 409A. To the extent applicable, it is intended that this Agreement and any payment made hereunder shall comply with the requirements of Section 409A of the Code, or an exemption or exclusion therefrom, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Code Section 409A"); *provided*, that for the avoidance of doubt, this provision shall not be construed to require a gross-up payment in respect of any taxes, interest or penalties imposed on the Employee as a result of Code Section 409A. Any provision that would cause the Agreement or any payment hereof to fail to satisfy Code Section 409A shall have no force or effect until amended in the least restrictive manner necessary to comply with Code Section 409A, which amendment may be retroactive to the extent permitted by Code Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Code Section 409A. In no event may the Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Code Section 409A, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year; (iii) the Employee's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Employee's remaining lifetime. The Employee acknowledges that he has been advised to consult with an attorney and any other advisors of the Employee's choice prior to executing this Agreement, and the Employee further acknowledges that, in entering into this Agreement, he has not relied upon any representation or statement made by any agent or representative of the Company or its affiliates that is not expressly set forth in this Agreement, including, without limitation, any representation with respect to the consequences or characterization (including for purpose of tax withholding and reporting) of the payment of any compensation or benefits hereunder under Section 409A of the Code and any similar sections of state tax law.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Ronald D. Cook

Its: Executive Vice President, General Counsel
and Corporate Secretary

LEE A. KENNEDY

/s/ Lee A. Kennedy

APPENDIX A
Position Title: Executive Vice Chairman

DUTIES AND RESPONSIBILITIES: Reporting to the Board, the Employee's duties and responsibilities consist of:

1. serving as Vice Chairman of the Board of Directors;
2. in the absence of the Chairman of the Board of Directors, presiding over meetings of the Board and the Company's shareholders;
3. supervising integration efforts associated with strategic initiatives, including the acquisition of Metavante Technologies, Inc., as well as cost reductions and other synergies associated with that activity;
4. serving as a member of the Executive Committee of the Board of Directors; and
5. performing such other powers as shall from time to time be assigned by the Chairman or Board of Directors.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of September 30, 2009, by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **GEORGE SCANLON** (the "Employee") and is effective upon the occurrence of the Effective Date (as defined in the Agreement and Plan of Merger, dated as of March 31, 2009, by and among the Company, Cars Holdings, LLC and Metavante Technologies, Inc.). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Purpose and Release.** This Agreement amends and restates, in its entirety, the obligations of the parties under the Employment Agreement between the Company and the Employee, dated as of May 1, 2008 (the "Prior Agreement"). The purpose of this Agreement is to terminate all prior agreements between the Company, and any of its affiliates, and the Employee relating to the subject matter of this Agreement, to recognize the Employee's significant contributions to the overall financial performance and success of the Company, to acknowledge the importance of the Employee's continued services to the Company's future success, to assure the Company of the services of the Employee following the Effective Date notwithstanding any rights the Employee may have to terminate Prior Agreement, to protect the Company's business interests through the inclusion of restrictive covenants, and to provide a single, integrated document which shall provide the basis for the Employee's continued employment by the Company. In consideration of the execution of this Agreement and the termination of all such prior agreements, the parties each release all rights and claims that they have, had or may have arising under such prior agreements, including the Prior Agreement. In the event the Effective Date does not occur, this Agreement shall be void *ab initio* and of no further force and effect.

2. **Employment and Duties.** Subject to the terms and conditions of this Agreement, the Company agrees to continue to employ the Employee to serve as Corporate Executive Vice President - Finance, or in such other capacity as may be mutually agreed by the parties. The Employee accepts such continued employment and agrees to undertake and discharge the duties, functions and responsibilities set forth in Appendix A attached hereto and such other duties and responsibilities as may be prescribed from time to time by the Chief Financial Officer (the "CFO"), the Chief Executive Officer (the "CEO") or the Board of Directors of the Company (the "Board"). Except as expressly provided in this Agreement, the Employee shall devote substantially all business time, attention and effort to the performance of duties hereunder, and shall not engage in any business, profession or occupation, for compensation or otherwise without the express written consent of the CFO, CEO or Board, other than personal, personal investment, charitable, or civic activities or other matters that do not conflict with the Employee's duties.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ending on the third anniversary of the Effective Date or, if later, ending on the last day of any extension made pursuant to the next sentence, subject to prior termination as set forth in Section 8 (such term, including any extensions pursuant to the next sentence, the "Employment Term"). The Employment Term shall be extended automatically

for one (1) additional year on the first anniversary of the Effective Date and for an additional year each anniversary thereafter unless and until either party gives written notice to the other not to extend the Employment Term at least two hundred seventy (270) days before such extension would be effectuated.

4. **Salary.** During the Employment Term, the Company shall pay the Employee a base salary, before deducting all applicable withholdings, at an annual rate of no less than \$450,000 per year, payable at the time and in the manner dictated by the Company's standard payroll policies. Such minimum annual base salary may be periodically reviewed and increased (but not decreased without the Employee's express written consent) at the discretion of the CEO, Board or Compensation Committee of the Board (the "Committee") to reflect, among other matters, cost of living increases and performance results (such annual base salary, including any increases, the "Annual Base Salary").

5. **Other Compensation and Fringe Benefits.** In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which the Company or an affiliate of the Company may from time to time make available to the Employee, the Employee shall be entitled to the following during the Employment Term:

- (a) equivalent or more beneficial medical and other insurance coverage (for the Employee and any covered dependents) provided by the Company to executives with the same corporate title (e.g., Corporate Executive Vice President);
- (b) supplemental disability insurance sufficient to provide a benefit to the Employee equal to two-thirds of the Employee's pre-disability Annual Base Salary, provided that such coverage is available in the market using traditional standards of underwriting;
- (c) an annual incentive bonus opportunity under the Company's annual incentive plan ("Annual Bonus Plan") for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by the Board or Committee ("Annual Bonus"). The Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 150% of the Employee's then current Annual Base Salary, with a maximum of up to 300% of the Employee's then current Annual Base Salary (collectively, the target and maximum Annual Bonus are referred to as the "Annual Bonus Opportunity"). The Employee's Annual Bonus Opportunity may be periodically reviewed and increased, but may not be decreased without the Employee's express written consent. If owed pursuant to the terms of the Annual Bonus Plan, the Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates. Unless provided otherwise herein or the Board or Committee determines otherwise, no Annual Bonus shall be paid to the Employee unless the Employee is employed by the Company, or an affiliate thereof, on the Annual Bonus payment date;

- (d) any award of restricted stock granted to the Employee prior to the Effective Date shall vest and become free of any applicable forfeiture and transfer restrictions as of the Effective Date;
- (e) on the Effective Date, the Employee shall be awarded a cash retention bonus in an amount equal to \$3,000,000 (the "Retention Cash Award"), pursuant to the Employee's Prior Agreement as an inducement for Employee to enter into this Agreement and continue his employment relationship with the Company; *provided* that, for the avoidance of doubt, the Retention Cash Award shall not be taken into account in computing any benefits under any plan, program or arrangement of the Company or its affiliates and shall not be considered an "Annual Bonus";
- (f) eligibility to participate in the Company's equity incentive plans; and
- (g) all other benefits and incentive opportunities customarily made available to executives with the same corporate title.

6. Vacation. For and during each calendar year within the Employment Term, the Employee shall be entitled to reasonable paid vacation periods and holidays consistent with the Employee's position and in accordance with the Company's standard policies, or as the CFO, CEO, Board or Committee may approve.

7. Expense Reimbursement. In addition to the compensation and benefits provided herein, the Company shall, upon receipt of appropriate documentation, reimburse the Employee each month for reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses incurred during the Employment Term to the extent such reimbursement is permitted under the Company's expense reimbursement policy.

8. Termination of Employment. The Company or the Employee may terminate the Employee's employment at any time and for any reason in accordance with Subsection (a) below. The Employment Term shall be deemed to have ended on the last day of the Employee's employment. The Employment Term shall terminate automatically upon the Employee's death.

- (a) Notice of Termination. Any purported termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the "Date of Termination" and, with respect to a termination due to "Cause", "Disability" or "Good Reason", sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from the Company shall specify whether the termination is with or without Cause or due to the Employee's Disability. A Notice of Termination from the Employee shall specify whether the termination is with or without Good Reason.

- (b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of the Employee's death. Notwithstanding the foregoing, in no event shall the Date of Termination occur until the Employee experiences a "separation from service" within the meaning of Code Section 409A (as defined in Section 26 of the Agreement), and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination," and all references herein to a "termination of employment" (or words of similar meaning) shall mean a "separation from service" within the meaning of Code Section 409A.
- (c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.
- (d) Cause. For purposes of this Agreement, a termination of the Employee's employment for "Cause" means a termination of the Employee's employment by the Company based upon the Employee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by the Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude; (iv) material breach of this Agreement; (v) material breach of the Company's business policies, accounting practices or standards of ethics; or (vi) failure to materially cooperate with or impeding an investigation authorized by the Board.
- (e) Disability. For purposes of this Agreement, a termination of the Employee's employment based upon "Disability" means a termination of the Employee's employment by the Company based upon the Employee's entitlement to long-term disability benefits under the Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination; *provided, however*, that if the Employee is not a participant in the Company's long-term disability plan or policy on the Date of Termination, he shall still be considered terminated based upon Disability if he would have been entitled to benefits under the Company's long-term disability plan or policy had he been a participant on his Date of Termination.
- (f) Good Reason. For purposes of this Agreement, a termination of the Employee's employment for "Good Reason" means a termination of the Employee's employment by the Employee based upon the occurrence (without the Employee's express written consent) of any of the following:

- (i) a material adverse change in the Employee's position or title, or a material diminution in the Employee's managerial authority, duties or responsibilities or the conditions under which such duties or responsibilities are performed (e.g., a material reduction in the number or scope of department(s), functional group(s) or personnel over which the Employee has managerial authority), in each case, as of immediately following the Effective Date;
- (ii) a material adverse change in the position to whom the Employee reports (e.g., CFO), or a material diminution in the managerial authority, duties or responsibilities of the person in that position, in each case, as of immediately following the Effective Date;
- (iii) a material change in the geographic location of the Employee's principal working location (currently, 601 Riverside Avenue, Jacksonville, Florida), which the Company has determined to be a relocation of more than thirty-five (35) miles;
- (iv) a material diminution in the Employee's Annual Base Salary or Annual Bonus Opportunity; or
- (v) a material breach by the Company of any of its obligations under this Agreement.

Notwithstanding the foregoing, the Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate the Employee for Cause shall not constitute Good Reason. The Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; *provided, however*, that no such event described above shall constitute Good Reason unless: (1) the Employee gives Notice of Termination to the Company specifying the condition or event relied upon for such termination within ninety (90) days of the initial existence of such event and (2) the Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of the Employee's Notice of Termination (the "Cure Period"). In the event that the Company fails to remedy the condition constituting Good Reason during the applicable Cure Period, the Employee's Date of Termination must occur, if at all, within one-hundred fifty (150) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

9. Obligations of Company Upon Termination.

- (a) Termination by Company for a Reason Other than Cause, Death or Disability and Termination by Employee for Good Reason. If the Employee's employment is terminated during the Employment Term by: (1) the Company for any reason other than Cause, Death or Disability; or (2) the Employee for Good Reason:
 - (i) The Company shall pay the Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary; (B) within a

reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to the Employee for expenses incurred prior to the Date of Termination; and (C) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the calendar year prior to the year in which the Date of Termination occurs;

- (ii) The Company shall pay the Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by the Employee for the year in which the Date of Termination occurs, ignoring any requirement under the Annual Bonus Plan that the Employee must be employed on the payment date (using the Employee's Annual Bonus Opportunity for the prior year if no Annual Bonus Opportunity has been approved for the year in which the Date of Termination occurs), multiplied by the percentage of the calendar year completed before the Date of Termination;
- (iii) The Company shall pay the Employee as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, a lump-sum payment equal to 300% of the sum of: (A) the Employee's Annual Base Salary in effect immediately prior to the Date of Termination (disregarding any reduction in Annual Base Salary to which the Employee did not expressly consent in writing); and (B) the highest Annual Bonus paid to the Employee by the Company within the three (3) years preceding termination of employment or, if higher, the target Annual Bonus in the year in which the Date of Termination occurs;
- (iv) All stock options, restricted stock, performance shares and other equity-based awards granted by the Company prior to the Effective Date (collectively, the "Prior Equity Awards") and all stock options, restricted stock and other equity-based incentive awards granted by the Company on or following the Effective Date (the "New Equity Awards") that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or paid or settled, as the case may be, unless the New Equity Awards are based upon satisfaction of performance criteria, in which case, they will only vest pursuant to their express terms; *provided, however*, that notwithstanding the foregoing, any such Prior Equity Awards or New Equity Awards that constitute a non-qualified deferred compensation arrangement within the meaning of Code Section 409A shall be paid or settled on the earliest date following the Date of Termination that does not result in a violation of or penalties under Code Section 409A;
- (v) Any life insurance coverage provided by the Company shall terminate at the same time as life insurance coverage would normally terminate for any other employee that terminates employment with the Company, and the

Employee shall have the right to convert that life insurance coverage to an individual policy under the regular rules of the Company's group policy. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six monthly life insurance premiums based on the monthly premiums that would be due assuming that the Employee had converted the Company's life insurance coverage that was in effect on the Notice of Termination into an individual policy; and

- (vi) As long as the Employee pays the full monthly premiums for COBRA coverage, the Company shall provide the Employee and, as applicable, the Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to the Company's active executives and their dependents until the earlier of: (i) three (3) years after the Date of Termination; or (ii) the date the Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, the Company shall pay the Employee a lump sum cash payment equal to thirty-six monthly medical and dental COBRA premiums based on the level of coverage in effect for the Employee (e.g., employee only or family coverage) on the Date of Termination.
- (b) Termination by Company for Cause and by Employee without Good Reason. If the Employee's employment is terminated during the Employment Term by the Company for Cause or by the Employee without Good Reason, the Company shall pay the Employee any Accrued Obligations. In addition, the Employee's Prior Equity Awards that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.
- (c) Termination due to Death or Disability. If the Employee's employment is terminated during the Employment Term due to death or Disability, the Company shall pay the Employee (or to the Employee's estate or personal representative in the case of death), as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination: (i) any Accrued Obligations; plus (ii) a prorated Annual Bonus based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination; plus (iii) the unpaid portion of the Annual Base Salary that would have been paid through the remainder of the Employment Term. In addition, the Employee's Prior Equity Awards that are outstanding but not vested as of the Date of Termination shall become immediately vested and/or be paid or settled, as the case may be, as provided in Section 9(a)(iv) of this Agreement.

10. Non-Delegation of Employee's Rights. The obligations, rights and benefits of the Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

11. Confidential Information. The Employee will occupy a position of trust and confidence and will have access to and learn substantial information about the Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates. The Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of the Company and/or its affiliates, as the case may be. The Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates, nor will the Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, during the Employment Term and at all times thereafter the Employee will not disclose, or permit or encourage anyone else to disclose, any such information, nor will the Employee utilize any such information, either alone or with others, outside the scope of the Employee's duties and responsibilities with the Company and its affiliates.

12. Non-Competition.

- (a) During Employment Term. During the Employment Term, the Employee will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to the Company and its affiliates, and will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with the Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of the Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with the Company's or its affiliates' principal business. In addition, during the Employment Term, the Employee will undertake no planning for or organization of any business activity competitive with the work performed as an employee of the Company, and the Employee will not combine or conspire with any other employee of the Company or any other person for the purpose of organizing any such competitive business activity.
- (b) After Employment Term. The parties acknowledge that the Employee will acquire substantial knowledge and information concerning the business of the Company and its affiliates as a result of employment. The parties further acknowledge that the scope of business in which the Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by the Employee in that business after the Employment Term would severely injure the Company and its affiliates. Accordingly, for a period of one (1) year after the Employee's

employment terminates for any reason whatsoever, except as otherwise stated herein below, the Employee agrees: (1) not to become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with the Company or its affiliates in their principal products and markets; and (2), on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of the Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, the Employee shall not be subject to the restrictions set forth in this Subsection (b) if the Employee's employment is terminated by the Company without Cause.

- (c) Exclusion. Working, directly or indirectly, for any of the following entities shall not be considered competitive to the Company or its affiliates for the purpose of this section: (i) Fidelity National Financial, Inc., its affiliates or their successors; (ii) Lender Processing Services Inc., its affiliates or their successors; or (iii) Fidelity National Information Services, Inc., its affiliates or their successors, if this Agreement is assumed by a third party as contemplated herein.

13. Return of Company Documents. Upon termination of the Employment Term, the Employee shall return immediately to the Company all records and documents of or pertaining to the Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of the Company or its affiliates.

14. Improvements and Inventions. Any and all improvements or inventions that the Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of the Company and its affiliates and not produced within the scope of the Employee's employment hereunder, shall be the sole and exclusive property of the Company. The Employee shall, whenever requested by the Company, execute and deliver any and all documents that the Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to the Company the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications.

15. Actions and Survival. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that the Company will not have an adequate remedy at law in the event of a failure by the Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, in the event of a breach of this Agreement by the Employee, the Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from a court of competent jurisdiction to restrain or compel the Employee to perform as agreed herein. Notwithstanding any termination of this Agreement or the Employee's employment, Section 9 shall remain in effect until all obligations and benefits resulting from a termination of the Employee's employment during the Term are satisfied. In addition, Sections 10 through 26 shall survive the termination of this Agreement or the Employee's employment and shall remain in effect for the periods specified therein or, if no period is specified, until all obligations thereunder have been satisfied. Nothing in this

Agreement shall in any way limit or exclude any other right granted by law or equity to the Company.

16. **Release.** Notwithstanding any provision herein to the contrary, the Company may require that, prior to payment, distribution or other benefit under this Agreement (other than due to the Employee's death), the Employee shall have executed a complete release of the Company and its affiliates and related parties in such form as is reasonably required by the Company, and any waiting periods contained in such release shall have expired; *provided, however*, that such release shall not apply to the Employee's rights under the benefit plans and programs of the Company and its affiliates, which rights shall be determined in accordance with the terms of such plans and programs. With respect to any release required to receive payments, distributions or other benefits owed pursuant to this Agreement, the Company must provide the Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by the Employee and returned to the Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

17. **No Mitigation.** The Company agrees that, if the Employee's employment hereunder is terminated during the Employment Term, the Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Employee by the Company hereunder. Further, the amount of any payment or benefit provided for hereunder shall not be reduced by any compensation earned by the Employee as the result of employment by another employer, by retirement benefits or otherwise.

18. **Entire Agreement and Amendment.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter, including without limitation the Prior Agreement. This Agreement may be amended only by a written document signed by both parties to this Agreement.

19. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

20. **Successors.** This Agreement may not be assigned by the Employee. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of the Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption by a successor shall be a material breach of this Agreement. The Employee agrees and consents to any such assumption by a successor of the Company, as well as any assignment of this Agreement by the Company for that purpose. As used in this Agreement, "Company" shall mean the Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions

by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs and litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party within sixty (60) days of the date the right to the payment amount is so determined; provided, however, that following the Employees termination of employment with the Company, if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the Company shall pay (on an ongoing basis) to the Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by the Employee or others on the Employee's behalf (such amounts collectively referred to as the "Reimbursed Amounts"); *provided, further*, that the Employee shall reimburse the Company for the Reimbursed Amounts if it is determined that a majority of the Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to the Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by the Company within ninety (90) days after receiving the request and all substantiating documents requested from the Employee. The rights under this section shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

23. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of the Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants in this Agreement.

24. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:

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

To the Employee:

George Scanlon
Fidelity National Information Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

25. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

26. Tax.

- (a) Withholding. The Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings the Company is required to deduct pursuant to state, federal or local laws.
- (b) Section 409A. To the extent applicable, it is intended that this Agreement and any payment made hereunder shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or an exemption or exclusion therefrom, and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service ("Code Section 409A"); *provided*, that for the avoidance of doubt, this provision shall not be construed to require a gross-up payment in respect of any taxes, interest or penalties imposed on the Employee as a result of Code Section 409A. Any provision that would cause the Agreement or any payment hereof to fail to satisfy Code Section 409A shall have no force or effect until amended in the least restrictive manner necessary to comply with Code Section 409A, which amendment may be retroactive to the extent permitted by Code Section 409A. Each payment under this Agreement shall be treated as a separate payment for purposes of Code Section 409A. In no event may the Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Code Section 409A, including, without limitation, that (i) in no event shall reimbursements by the Company under this Agreement be made later than the end of the calendar year next following the calendar year in which the applicable fees and expenses were incurred, *provided*, that the Employee shall have submitted an invoice for such fees and expenses at least 10 days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred; (ii) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is

obligated to pay or provide in any other calendar year; (iii) the Employee's right to have the Company pay or provide such reimbursements and in-kind benefits may not be liquidated or exchanged for any other benefit; and (iv) in no event shall the Company's obligations to make such reimbursements or to provide such in-kind benefits apply later than the Employee's remaining lifetime (or if longer, through the 20th anniversary of the Effective Date). To the extent the Employee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code and the regulations and other guidance promulgated thereunder and any elections made by the Company in accordance therewith, notwithstanding the timing of payment provided in any other Section of this Agreement, no payment, distribution or benefit under this Agreement that constitutes a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) upon separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), after taking into account all available exemptions, that would otherwise be payable, distributable or settled during the six (6) month period after separation from service, will be made during such six (6) month period, and any such payment, distribution or benefit will instead be paid, distributed or settled on the first business day after such six (6) month period; *provided, however*, that if the Employee dies following the Date of Termination and prior to the payment, distribution, settlement or provision of the any payments, distributions or benefits delayed on account of Code Section 409A, such payments, distributions or benefits shall be paid or provided to the personal representative of the Employee's estate within 30 days after the date of the Employee's death. The Employee acknowledges that he has been advised to consult with an attorney and any other advisors of the Employee's choice prior to executing this Agreement, and the Employee further acknowledges that, in entering into this Agreement, he has not relied upon any representation or statement made by any agent or representative of the Company or its affiliates that is not expressly set forth in this Agreement, including, without limitation, any representation with respect to the consequences or characterization (including for purpose of tax withholding and reporting) of the payment of any compensation or benefits hereunder under Section 409A of the Code and any similar sections of state tax law.

- (c) Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to the Employee or for the Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with the Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to the Company within thirty (30) days after the Date of Termination. If the Employee does not elect to have Payments reduced to the Scaled Back Amount, the Employee shall be responsible for payment of any Excise Tax resulting from the

Payments and the Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation described in Section 9(a)(iii); (ii) cash compensation described in Section 9(a)(ii); (iii) cash compensation described in Section 9(a)(v); (iv) equity compensation described in Section 9(a)(iv) (first any equity compensation that constitutes deferred compensation subject to Section 409A and then equity compensation that is not subject to Section 409A), and then (v) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to the Employee shall be reduced first.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Ronald D. Cook

Its: Executive Vice President, General Counsel
and Corporate Secretary

GEORGE SCANLON

/s/ George Scanlon

APPENDIX A

Position Title: Corporate Executive Vice President — Finance

DUTIES AND RESPONSIBILITIES: Reporting to the Chief Financial Officer of the Company, the Employee's duties and responsibilities include:

1. managing the financial reporting function for the Company;
2. ensuring that proper accounting policies, procedures and internal controls are implemented and maintained to safeguard the assets of the Company and to ensuring that all financial transactions are recorded in accordance with Generally Accepted Accounting Principles (GAAP);
3. implementing changes in controls and accounting policies to correct deficiencies;
4. tracking and monitoring of cost reductions and other synergies associated with mergers and acquisitions;
5. supervising the preparation of financial statement on both a GAAP basis for external users and management reporting for internal users;
6. supervising the Company's communications with shareholders and manage the Company's Investor Relations Department to ensure timely and accurate communication of relevant financial information; and
7. managing interactions with independent accountants to ensure compliance with accounting and reporting procedures and ensure accurate and timely audits and tax filings.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is effective as of October 1, 2009 (the "Effective Date"), by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.**, a Georgia corporation (the "Company"), and **JAMES W. WOODALL** (the "Employee"). In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Purpose and Release.** The purpose of this Agreement is to amend and restate all prior agreements between Company, and any of its affiliates, and Employee relating to the subject matter of this Agreement (including, without limitation, the Employment Agreement dated as of June 30, 2008 by and between Company and Employee), to recognize Employee's significant contributions to the overall financial performance and success of Company, to protect Company's business interests through the addition of restrictive covenants, to assure Company of the services of Employee following the Effective Date, and to provide a single, integrated document which shall provide the basis for Employee's continued employment by Company. In consideration of the execution of this Agreement and the amendment and restatement of all such prior agreements, the parties each release all rights and claims that they have, had or may have arising under such prior agreements.
2. **Employment and Duties.** Subject to the terms and conditions of this Agreement, Company employs Employee to serve as SVP, Chief Accounting Officer, or in such other capacity as may be mutually agreed by the parties. Employee accepts such employment and agrees to undertake and discharge the duties, functions and responsibilities commensurate with the aforesaid position and such other duties and responsibilities as may be prescribed from time to time by Company. Employee shall devote substantially all business time, attention and effort to the performance of duties hereunder and shall not engage in any business, profession or occupation, for compensation or otherwise without the express written consent of Company, other than personal, personal investment, charitable, or civic activities or other matters that do not conflict with Employee's duties.
3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ending on the third anniversary of the Effective Date or, if later, ending on the last day of any extension made pursuant to the next sentence, subject to prior termination as set forth in Section 8 (such term, including any extensions pursuant to the next sentence, the "Employment Term"). The Employment Term shall be extended automatically for one (1) additional year on the first anniversary of the Effective Date and for an additional year each anniversary thereafter unless and until either party gives written notice to the other not to extend the Employment Term before such extension would be effectuated.
4. **Salary.** During the Employment Term, Company shall pay Employee an annual base salary, before deducting all applicable withholdings, of no less than \$286,000 per year, payable at the time and in the manner dictated by Company's standard payroll policies. Such minimum annual base salary may be periodically reviewed and increased (but not decreased without Employee's express written consent) at the discretion of Company to reflect, among other matters, cost of living increases and performance results (such annual base salary, including any increases, the "Annual Base Salary").

5. Other Compensation and Fringe Benefits. In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which Company or an affiliate of Company may from time to time make available to Employee, Employee shall be entitled to the following during the Employment Term:

- (a) equivalent or more beneficial medical and other insurance coverage (for Employee and any covered dependents) provided by Company to executives with the same corporate title (e.g., Senior Vice President);
- (b) supplemental disability insurance sufficient to provide a benefit to Employee equal to two-thirds of Employee's pre-disability Annual Base Salary, provided that such coverage is available in the market using traditional standards of underwriting;
- (c) an annual incentive bonus opportunity under Company's annual incentive plan ("Annual Bonus Plan") for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by Company ("Annual Bonus"). Employee's target Annual Bonus under the Annual Bonus Plan shall be no less than 50% of Employee's then current Annual Base Salary, with a maximum of up to 100% of Employee's then current Annual Base Salary (collectively, the target and maximum Annual Bonus are referred to as the "Annual Bonus Opportunity"). Employee's Annual Bonus Opportunity may be periodically reviewed and increased by Company, but may not be decreased without Employee's express written consent. If owed pursuant to the terms of the Annual Bonus Plan, the Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates. Unless provided otherwise herein or the Board of Directors of Company (the "Board") determines otherwise, no Annual Bonus shall be paid to Employee unless Employee is employed by Company, or an affiliate thereof, on the Annual Bonus payment date;
- (d) eligibility to participate in Company's equity incentive plans; and
- (e) all other benefits and incentive opportunities customarily made available to executives with the same corporate title.

6. Vacation. For and during each calendar year within the Employment Term, Employee shall be entitled to reasonable paid vacation periods and holidays consistent with Employee's position and in accordance with Company's standard policies, or as Company may approve.

7. Expense Reimbursement. In addition to the compensation and benefits provided herein, Company shall, upon receipt of appropriate documentation, reimburse Employee each month for reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses incurred during the Employment Term to the extent such reimbursement is permitted under Company's expense reimbursement policy.

8. Termination of Employment. Company or Employee may terminate Employee's employment at any time and for any reason in accordance with Subsection (a) below. The Employment Term shall be deemed to have ended on the last day of Employee's employment. The Employment Term shall terminate automatically upon Employee's death.

- (a) Notice of Termination. Any purported termination of Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the "Date of Termination" and, with respect to a termination due to "Cause", "Disability" or "Good Reason", sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from Company shall specify whether the termination is with or without Cause or due to Employee's Disability. A Notice of Termination from Employee shall specify whether the termination is with or without Good Reason.
- (b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of Employee's death. Notwithstanding the foregoing, in no event shall the Date of Termination occur until Employee experiences a "separation from service" within the meaning of Section 409A (as defined in Section 26(b) of this Agreement), and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination," and all references herein to a "termination of employment" (or words of similar meaning) shall mean a "separation from service" within the meaning of Section 409A.
- (c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.
- (d) Cause. For purposes of this Agreement, a termination for "Cause" means a termination of Employee's employment by Company based upon Employee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude; (iv) material breach of this Agreement; (v) material breach of Company's business policies, accounting practices or standards of ethics; or (vi)

failure to materially cooperate with or impeding an investigation authorized by the Board.

- (e) Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination of Employee's employment by Company based upon Employee's entitlement to long-term disability benefits under Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination.
- (f) Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination of Employee's employment by Employee based upon the occurrence (without Employee's express written consent) of any of the following:
 - (i) a material adverse change in Employee's position or title, or a material diminution in Employee's managerial authority, duties or responsibilities or the conditions under which such duties or responsibilities are performed (e.g., a material reduction in the number or scope of department(s), functional group(s) or personnel over which Employee has managerial authority), in each case as in effect as of immediately following the Effective Date;
 - (ii) a material adverse change in the position to whom Employee reports (e.g., EVP), or a material diminution in the managerial authority, duties or responsibilities of the person in that position, in each case as of immediately following the Effective Date;
 - (iii) a material change in the geographic location of Employee's principal working location (currently, 601 Riverside Avenue, Jacksonville, Florida), which Company has determined to be a relocation of more than thirty-five (35) miles;
 - (iv) a material diminution in Employee's Annual Base Salary or Annual Bonus Opportunity; or
 - (v) a material breach by Company of any of its obligations under this Agreement.

Notwithstanding the foregoing, Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate Employee for Cause shall not constitute Good Reason. Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no such event described above shall constitute Good Reason unless: (1) Employee gives Notice of Termination to Company specifying the condition or event relied upon for such termination within ninety (90) days of the initial existence of such event and (2) Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of Employee's Notice of Termination (the "Cure Period"). In the event that Company fails to remedy the condition constituting Good Reason during the applicable Cure

Period, Employee's "separation from service" (within the meaning of Section 409A) must occur, if at all, within one-hundred fifty (150) days following such Cure Period in order for such termination as a result of such condition to constitute a termination for Good Reason.

9. Obligations of Company Upon Termination.

- (a) Termination by Company for a Reason Other than Cause, Death or Disability and Termination by Employee for Good Reason. If Employee's employment is terminated during the Employment Term by: (1) Company for any reason other than Cause, Death or Disability; or (2) Employee for Good Reason:
- (i) Company shall pay Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary; (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to Employee for expenses incurred prior to the Date of Termination; and (C) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the prior calendar year;
 - (ii) Company shall pay Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by Employee for the year in which the Date of Termination occurs, ignoring any requirement under the Annual Bonus Plan that Employee must be employed on the payment date (using Employee's Annual Bonus Opportunity for the prior year if no Annual Bonus Opportunity has been approved for the year in which the Date of Termination occurs), multiplied by the percentage of the calendar year completed before the Date of Termination;
 - (iii) Company shall pay Employee as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, a lump-sum payment equal to 200% of the sum of: (A) Employee's Annual Base Salary in effect immediately prior to the Date of Termination (disregarding any reduction in Annual Base Salary to which Employee did not expressly consent in writing); and (B) the highest Annual Bonus paid to Employee by Company within the three (3) years preceding the Date of Termination or, if higher, the target Annual Bonus in the year in which the Date of Termination occurs;
 - (iv) All stock option, restricted stock and other equity-based incentive awards granted by Company that were outstanding but not vested as of the Date of Termination shall become immediately vested and/or payable, as the case may be, unless the equity incentive awards are based upon satisfaction of performance criteria; in which case, they will only vest pursuant to their express terms;

- (v) Any life insurance coverage provided by Company shall terminate at the same time as life insurance coverage would normally terminate for any other employee that terminates employment with Company, and Employee shall have the right to convert that life insurance coverage to an individual policy under the regular rules of Company's group policy. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, Company shall pay Employee a lump sum cash payment equal to thirty-six monthly life insurance premiums based on the monthly premiums that would be due assuming that Employee had converted Company's life insurance coverage that was in effect on the Notice of Termination into an individual policy; and
- (vi) As long as Employee pays the full monthly premiums for COBRA coverage, Company shall provide Employee and, as applicable, Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to Company's active executives and their dependents until the earlier of: (i) three (3) years after the Date of Termination; or (ii) the date Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, Company shall pay Employee a lump sum cash payment equal to thirty-six monthly medical and dental COBRA premiums based on the level of coverage in effect for Employee (e.g., employee only or family coverage) on the Date of Termination.
- (b) Termination by Company for Cause and by Employee without Good Reason. If Employee's employment is terminated during the Employment Term by Company for Cause or by Employee without Good Reason, Company's only obligation under this Agreement shall be payment of any Accrued Obligations.
- (c) Termination due to Death or Disability. If Employee's employment is terminated during the Employment Term due to death or Disability, Company shall pay Employee (or to Employee's estate or personal representative in the case of death), as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination: (i) any Accrued Obligations; plus (ii) a prorated Annual Bonus based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination; plus (iii) the unpaid portion of the Annual Base Salary that would have been paid through the remainder of the Employment Term.

10. Non-Delegation of Employee's Rights. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

11. Confidential Information. Employee will occupy a position of trust and confidence and will have access to and learn substantial information about Company and its affiliates and their operations that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of Company and its affiliates. Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of Company and/or its affiliates, as the case may be. Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by Company or any of its affiliates, nor will Employee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, during the Employment Term and at all times thereafter Employee will not disclose, or permit or encourage anyone else to disclose, any such information, nor will Employee utilize any such information, either alone or with others, outside the scope of Employee's duties and responsibilities with Company and its affiliates.

12. Non-Competition.

- (a) During Employment Term. During the Employment Term Employee will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to Company and its affiliates, and will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with Company's or its affiliates' principal business. In addition, during the Employment Term, Employee will undertake no planning for or organization of any business activity competitive with the work performed as an employee of Company, and Employee will not combine or conspire with any other employee of Company or any other person for the purpose of organizing any such competitive business activity.
- (b) After Employment Term. The parties acknowledge that Employee will acquire substantial knowledge and information concerning the business of Company and its affiliates as a result of employment. The parties further acknowledge that the scope of business in which Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by Employee in that business after the Employment Term would severely injure Company and its affiliates. Accordingly, for a period of one (1) year after Employee's employment terminates for any reason whatsoever, except as otherwise stated herein below, Employee agrees: (1) not to become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with Company or its affiliates in their principal products and markets; and (2), on behalf of any such competitive firm or business, not to solicit any person or

business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, Employee shall not be subject to the restrictions set forth in this Subsection (b) if Employee's employment is terminated by Company without Cause.

- (c) Exclusion. Working, directly or indirectly, for any of the following entities shall not be considered competitive to Company or its affiliates for the purpose of this section: (i) Fidelity National Financial, Inc., its affiliates or their successors; or (ii) Lender Processing Services Inc., its affiliates or their successors.

13. Return of Company Documents. Upon termination of the Employment Term, Employee shall return immediately to Company all records and documents of or pertaining to Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of Company or its affiliates.

14. Improvements and Inventions. Any and all improvements or inventions that Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of Company and its affiliates and not produced within the scope of Employee's employment hereunder, shall be the sole and exclusive property of Company. Employee shall, whenever requested by Company, execute and deliver any and all documents that Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to Company the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications.

15. Actions and Survival. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that Company will not have an adequate remedy at law in the event of a failure by Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, in the event of a breach of this Agreement by Employee, Company shall have the right, among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from a court of competent jurisdiction to restrain or compel Employee to perform as agreed herein. Notwithstanding any termination of this Agreement or Employee's employment, Section 9 shall remain in effect until all obligations and benefits resulting from a termination of Employee's employment during the Term are satisfied. In addition, Sections 10 through 26 shall survive the termination of this Agreement or Employee's employment and shall remain in effect for the periods specified therein or, if no period is specified, until all obligations thereunder have been satisfied. Nothing in this Agreement shall in any way limit or exclude any other right granted by law or equity to Company.

16. Release. Notwithstanding any provision herein to the contrary, Company may require that, prior to payment, distribution or other benefit under this Agreement (other than due to Employee's death), Employee shall have executed a complete release of Company and its affiliates and related parties in such form as is reasonably required by Company, and any waiting periods contained in such release shall have expired. With respect to any release required to receive payments, distributions or other benefits owed pursuant to this Agreement, Company

must provide Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by Employee and returned to Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

17. No Mitigation. Company agrees that, if Employee's employment hereunder is terminated during the Employment Term, Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to Employee by Company hereunder. Further, the amount of any payment or benefit provided for hereunder shall not be reduced by any compensation earned by Employee as the result of employment by another employer, by retirement benefits or otherwise.

18. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter. This Agreement may be amended only by a written document signed by both parties to this Agreement.

19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

20. Successors and Affiliates. This Agreement may not be assigned by Employee. In addition to any obligations imposed by law upon any successor to Company, Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. Failure of Company to obtain such assumption by a successor shall be a material breach of this Agreement. Employee agrees and consents to any such assumption by a successor of Company, as well as any assignment of this Agreement by Company for that purpose. As used in this Agreement, "Company" shall mean Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns. Any references herein to compensation and benefits paid or provided, or to be paid or provided, by Company shall be interpreted as including compensation and benefits paid or provided, or to be paid or provided, by Company affiliates. Company's obligations hereunder may be satisfied by any of Company's affiliates.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly

paid by the other party its reasonable legal fees, court costs and litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party within sixty (60) days of the date the right to the payment amount is so determined; provided, however, that following Employees termination of employment with Company, if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, Company shall pay (on an ongoing basis) to Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by Employee or others on Employee's behalf (such amounts collectively referred to as the "Reimbursed Amounts"); provided, further, that Employee shall reimburse Company for the Reimbursed Amounts if it is determined that a majority of Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by Company to substantiate them, must be submitted to Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by Company within ninety (90) days after receiving the request and all substantiating documents requested from Employee. The rights under this section shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

23. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the covenants in this Agreement.

24. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To Company:

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

To Employee:

At the most recent address on file at Company

25. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

26. Tax.

- (a) Withholding. Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings Company is required to deduct pursuant to state, federal or local laws.
- (b) Section 409A. This Agreement and any payment, distribution or other benefit hereunder shall comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or an exemption or exclusion therefrom, as well as any related regulations or other guidance promulgated by the U.S. Department of the Treasury or the Internal Revenue Service ("Section 409A"), to the extent applicable, and shall in all respects be administered in accordance with Section 409A; provided, that for the avoidance of doubt, this provision shall not be construed to require a gross-up payment in respect of any taxes, interest or penalties imposed on Employee as a result of Section 409A. To the extent Employee is a "specified employee" under Section 409A, no payment, distribution or other benefit described in this Agreement constituting a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) to be paid during the six-month period following Employee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)) will be made during such six-month period. Instead, any such deferred compensation shall be paid on the first business day following the six-month anniversary of the separation from service. In no event may Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Any provision that would cause this Agreement or a payment, distribution or other benefit hereunder to fail to satisfy the requirements of Section 409A shall have no force or effect and, to the extent an amendment would be effective for purposes of Section 409A, the parties agree that this Agreement shall be amended to comply with Section 409A. Such amendment shall be retroactive to the extent permitted by Section 409A. For purposes of this Agreement, Employee shall not be deemed to have terminated employment unless and until a separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) has occurred. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the time period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made not later than the last day of Employee's taxable year following the taxable

year in which such expense was incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

- (c) Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation, (ii) next from equity compensation, then (iii) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ Lee A. Kennedy

Its: President and Chief Executive Officer

JAMES W. WOODALL

/s/ James W. Woodall

FIDELITY NATIONAL INFORMATION SERVICES, INC.
2008 OMNIBUS INCENTIVE PLAN

Notice of Restricted Stock Unit Grant

You (the "Grantee") have been granted the following award of restricted stock units (the "Restricted Stock Units") denominated in shares of Common Stock of Fidelity National Information Services, Inc. (the "Company"), par value \$0.01 per share (the "Shares"), pursuant to the Fidelity National Information Services, Inc. 2008 Omnibus Incentive Plan (the "Plan"):

Name of Grantee: William P. Foley, II

Number of Restricted Stock Units Granted:

Effective Date of Grant: October 1, 2009

Vesting and Period of Restriction: Subject to the terms of the Plan and the Restricted Stock Unit Award Agreement attached hereto, the Period of Restriction shall lapse, and all of the Restricted Stock Units granted hereunder shall become fully vested on the six-month anniversary of the Effective Date of Grant.

By your signature and the signature of the Company's representative below, you and the Company agree and acknowledge that this grant of Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and the attached Restricted Stock Unit Award Agreement, which are incorporated herein by reference, and that you have been provided with a copy of the Plan and Restricted Stock Unit Agreement.

Grantee: **Fidelity National Information Services, Inc.**

William P. Foley, II
Date: October 1, 2009
Address: 601 Riverside Avenue, 12th Floor
Jacksonville, Florida 32204

By: _____
Ronald D. Cook
EVP, General Counsel and
Corporate Secretary

FIDELITY NATIONAL INFORMATION SERVICES, INC.
2008 OMNIBUS INCENTIVE PLAN
Restricted Stock Unit Award Agreement

SECTION 1. GRANT OF RESTRICTED STOCK UNIT

(a) Restricted Stock Unit. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant and this Restricted Stock Unit Award Agreement (the "Agreement"), the Company grants to the Grantee on the Effective Date of Grant the Restricted Stock Units (the "Restricted Stock Units") set forth in the Notice of Restricted Stock Unit Grant.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Plan. All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof is inconsistent with a provision of the Plan, the provisions of the Plan will govern. All capitalized terms that are used in the Notice of Restricted Stock Unit Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

SECTION 2. FORFEITURE; TRANSFER RESTRICTIONS AND SETTLEMENT

(a) Forfeiture Restrictions. If the Grantee's employment terminates for any reason, other than by the Grantee without "Good Reason" (as defined in Grantee's Second Amended and Restated Employment Agreement between the Grantee and the Company, dated September 30, 2009 (the "Employment Agreement")) while Restricted Stock Units are subject to a Period of Restriction, the Period of Restriction with respect to such Restricted Stock Units shall lapse, and the Restricted Stock Units shall vest and be settled in accordance with this Section 2, on the date of the Grantee's termination of employment or service. If the Grantee terminates employment without Good Reason, the Restricted Stock Units shall be forfeited and cancelled. For purposes of this Agreement, a termination of employment (or words of similar meaning) shall mean a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(b) Transfer Restrictions. During the Period of Restriction, the Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent such Restricted Stock Units are subject to a Period of Restriction.

(c) Lapse of Restrictions. The Period of Restriction shall lapse as to the Restricted Stock Units in accordance with the Notice of Restricted Stock Unit Grant or, if earlier, in accordance Section 2(a) hereof.

(d) Settlement. Upon a lapse of the Period of Restriction, subject to the terms of the Plan and this Agreement, the Company shall settle the vested Restricted Stock Units in Shares by issuing to the Grantee a number of Shares equal to the number of Restricted Stock Units.

SECTION 3. DIVIDENDS

If on any date the Company pays any dividend with respect to its Common Stock (the "Payment Date") during the Period of Restriction, then, within 60 days following the Payment Date, the Company shall pay, or cause an Affiliate to pay, Dividend Equivalents to the Grantee in an amount equal to: (i) the product of (x) the number of the Grantee's Restricted Stock Units as of the Payment Date and (y) the per Share cash amount of such dividend.

SECTION 4. STOCK CERTIFICATES

The Shares to be issued pursuant to Section 2(d) of this Agreement shall be registered in the Grantee's name in certificate or book-entry form.

Restricted Stock Units are not actual shares of Common Stock. Subject to Section 3 of this Agreement, (i) the Grantee's interest in Restricted Stock Units shall make the Grantee only a general, unsecured creditor of the Company until the Restricted Stock Units become vested and settled pursuant to Section 2(d) of this Agreement, and (ii) prior to the Settlement Date, the Grantee shall not be deemed for any purpose to be the owner of any Common Stock denominated by the Restricted Stock Unit Award and the Grantee shall not have the right to vote (or to execute proxies for voting) the Restricted Stock Units.

SECTION 5. MISCELLANEOUS PROVISIONS

(a) Tax Withholding. Pursuant to Article 20 of the Plan, the Committee shall have the power and right to deduct or withhold, or require the Grantee to remit to the Company, an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA obligations) required by law to be withheld with respect to this Award. The Committee may condition the delivery of Shares upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including payroll taxes) that could be imposed on the transaction, and, to the extent the Committee so permits, amounts in excess of the minimum statutory withholding to the extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing, signed by the Grantee, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

(b) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and Notice of Restricted Stock Unit Grant by the Company, the Board or the Committee.

(c) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall

be addressed to the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(d) Choice of Law. This Agreement and the Notice of Restricted Stock Unit Grant shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Notice of Restricted Stock Unit Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(e) Arbitration. Subject to, and in accordance with the provisions of Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Notice of Restricted Stock Unit Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Notice of Restricted Stock Unit Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(f) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(g) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(h) References to Plan. All references to the Plan shall be deemed references to the Plan as may be amended from time to time.

(i) Section 409A Compliance. To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Code Section 409A and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service and the Plan and the Award Agreement shall be interpreted accordingly. If the Grantee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code and a Restricted Stock Unit constitutes a "nonqualified deferred compensation arrangement" subject to Section 409A of the Code, then, to the extent required under Section 409A of the Code, the settlement of such Restricted Stock Unit upon the Grantee's termination of employment, other than due to the Grantee's death, shall be paid or settled in accordance with Section 9(f) of Grantee's Employment Agreement.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this current report on Form 8-K of Fidelity National Information Services, Inc. dated October 2, 2009, Registration Statement No. 333-158960 in Post Effective Amendment No. 1 on Form S-8 to Form S-4 and in Post Effective Amendment No. 2 on Form S-3 to Form S-4, Registration Statement No. 333-162263 on Form S-3, and Registration Statement Nos. 333-162262, 333-63342, 333-64462, 333-103266, 333-131601, 333-131602, 333-132844, 333-132845, 333-138654, 333-146080, 333-157575 on Form S-8 of our reports dated February 17, 2009, relating to the consolidated financial statements and financial statement schedule of Metavante Technologies, Inc., and the effectiveness of Metavante Technologies, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Metavante Technologies, Inc. for the year ended December 31, 2008.

/s/ DELOITTE & TOUCHE LLP

Milwaukee, Wisconsin
September 30, 2009



FIS Completes Metavante Technologies Acquisition

Quick Facts

- Combined company will be known as FIS
- FIS launching new corporate identity and logo
- Serving community banks and credit unions; mid-tier and large financial institutions; international banking; government; healthcare; and education payments
- Metavante shareholders to receive 1.35 shares of FIS common stock for each share of Metavante common stock

JACKSONVILLE, Fla., Oct. 1, 2009 — Fidelity National Information Services, Inc. (NYSE: FIS) today announced the completion of its acquisition of Metavante Technologies, Inc. (NYSE: MV). Under terms of the merger agreement, FIS acquired all of the outstanding shares of Metavante common stock, with each Metavante shareholder receiving 1.35 shares of FIS common stock for each share of Metavante common stock held.

Today, the company also introduced a new corporate identity and logo. The combined company will be known as FIS, reflecting a strong global financial technology brand. This combination reinforces FIS' position as the world's largest provider of banking and payments technology.

"The combined scale, complementary product capabilities and market breadth of these two great companies will drive significant competitive advantages in the increasingly dynamic marketplace," stated William P. Foley, II, FIS chairman. "This transaction will further strengthen FIS' competitive position as a leading global provider of technology solutions and enable us to generate increased value for shareholders and customers."

"With the completion of this strategic and transformative transaction, FIS has now enhanced its ability to deliver products and services, execute on a client cross-sales business model, and continue to grow globally," said Frank Martire, FIS president and chief executive officer. "We will continue to make business and product investments and we will strategically integrate our products, where it makes sense to do so in order to deliver high-value solutions to our clients and prospects."

"The new FIS will continue to serve individual market segments, including community banking and credit unions; mid-tier and large financial institutions; international banking; specialized payments in government, healthcare, and education; and focus on driving operational efficiencies and scale in order to serve our clients around the world," said Gary Norcross, FIS corporate executive vice president and chief operating officer. "The FIS name conveys game-changing innovation, breadth and depth of products, and service with a local sensibility on a global scale."

-more-

FIS Completes Metavante Technologies Acquisition

In addition to Martire and Norcross, the new [FIS leadership team](#) includes the following executives:

- Mike Hayford, Corporate Executive Vice President — Chief Financial Officer
- Frank Sanchez, Corporate Executive Vice President — Strategic Solutions
- Brent Bickett, Corporate Executive Vice President — Business Development
- George Scanlon, Corporate Executive Vice President — Finance
- Ron Cook, Corporate Executive Vice President — Chief Legal Officer and Corporate Secretary
- Mike Oates, Corporate Executive Vice President — Chief Human Resources Officer
- Anthony Jabbour, Executive Vice President — Financial Solutions
- Frank D'Angelo, Executive Vice President — Payment Solutions
- Jim Susoreny, Executive Vice President — Sales and Client Relations
- Mark Davey, Executive Vice President — International
- Brian Hurdis, Executive Vice President — Technology Services
- Ram Chary, Executive Vice President — Global Commercial Services
- Marcia Danzeisen, Senior Vice President — Global Marketing and Communications

"The combined experience of this leadership team, will ensure that we minimize risk as we integrate our organizations, as well as accelerate our return on this transaction benefiting clients, employees, and shareholders," said Martire.

About FIS

FIS delivers banking and payments technologies to more than 14,000 financial institutions and businesses in more than 90 countries worldwide. FIS provides financial institution core processing, and card issuer and transaction processing services, including the NYCE Network. FIS maintains processing and technology relationships with 40 of the top 50 global banks, including nine of the top 10. FIS is a member of Standard and Poor's (S&P) 500® Index and has been ranked the number one overall financial technology provider in the world by *The American Banker* newspaper and the research firm Financial Insights in their annual "FinTech 100" rankings. Headquartered in Jacksonville, Fla., FIS employs approximately 30,000 on a global basis. FIS is listed on the New York Stock Exchange under the "FIS" ticker symbol. For more information about FIS see www.fidelityinfoservices.com.

###

For More Information:

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FIS Global Marketing and Communications
FIS_marcia.danzeisen@fnis.com

Chip Swearngan, 414-357-3688
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FIS Investor Relations
mary.waggoner@fnis.com

\$145,000,000

RECEIVABLES PURCHASE AGREEMENT

Dated as of October 1, 2009

among

FIS RECEIVABLES SPV, L.L.C., *as Seller,*

FIDELITY NATIONAL INFORMATION SERVICES, INC., *as Servicer,*

FIDELITY INFORMATION SERVICES, INC., EFUNDS CORPORATION, FIDELITY
NATIONAL CARD SERVICES, INC. and INTERCEPT, INC., *as Initial Receivables
Administrators,*

THE BANKS AND OTHER FINANCIAL INSTITUTIONS PARTY HERETO,
as Purchasers,

AND

JPMORGAN CHASE BANK, N.A.,
as Agent,

J.P. MORGAN SECURITIES INC.,
as Sole Lead Arranger and Sole Bookrunner

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RECEIVABLES PURCHASE AGREEMENT

RECEIVABLES PURCHASE AGREEMENT dated as of October 1, 2009 (this "Agreement") among FIS RECEIVABLES SPV, L.L.C., a Delaware limited liability company (the "Seller"), FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (the "Servicer"), FIDELITY INFORMATION SERVICES, INC., an Arkansas corporation, EFUNDS CORPORATION, a Delaware corporation, FIDELITY NATIONAL CARD SERVICES, INC., a Florida corporation, and INTERCEPT, INC., a Georgia corporation (collectively, the "Initial Receivables Administrators"), the banks and other financial institutions listed on Schedule V hereto as the Initial Purchasers (the "Initial Purchasers") and JPMORGAN CHASE BANK, N.A., as Agent (as hereinafter defined).

PRELIMINARY STATEMENTS:

The Seller will from time to time purchase or otherwise acquire, from the Originators, Pool Receivables in which the Seller intends to sell interests referred to herein as Receivable Interests.

The Seller intends to fund its purchase of Receivable Interests from the Originators through Capital Investments made by the Purchasers pursuant to the terms hereof.

FNIS has been requested and is willing to act as Servicer upon the terms and subject to the conditions set forth herein.

FNIS, in its capacity as Servicer, wishes to subcontract with the Receivables Administrators to service, administer and collect the Pool Receivables, and the Receivables Administrators are willing to perform such services.

JPMCB has been requested and is willing to act as the Agent upon the terms and subject to the conditions set forth herein.

Certain terms which are capitalized and used throughout this Agreement (in addition to those defined above) are defined in Article I of this Agreement.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"1934 Act" means the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

"Acquisition" means the merger between Metavante Holdings and FNIS Merger Sub, with FNIS Merger Sub as the surviving entity, all pursuant to the Acquisition Agreement.

"Acquisition Agreement" means Agreement and Plan of Merger, dated as of March 31, 2009, by and among FNIS, Metavante Holdings and FNIS Merger Sub.

"Additional Commitments" shall have the meaning specified in Section 2.20(b).

"Additional Commitments Effective Date" shall have the meaning specified in Section 2.20(d).

"Additional Guarantor" has the meaning specified in the Guaranty.

"Affiliate" means, with respect to any Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"Controlled"** have meanings correlative thereto; provided, however, that (i) neither the Arranger nor any of its Affiliates shall be deemed an Affiliate of any Transaction Party and (ii) neither Fidelity National Financial, Inc., a Delaware corporation, nor Lender Processing Services, Inc., a Delaware corporation, nor any of their respective direct or indirect Subsidiaries, shall be deemed to be an Affiliate of FNIS or any of its Subsidiaries solely due to overlapping officers or directors.

"Agent" means JPMCB, in its capacity as administrative agent and collateral agent for the Purchasers under the Transaction Documents, and its successors in such capacity.

"Agent's Account" means the Deposit Account of the Agent identified in Schedule I hereto, or such other account as the Agent shall specify in writing to the Seller, the Servicer and the Purchasers.

"Agent's Office" means the account of the Agent identified in Schedule VIII hereto, or such other account as the Agent shall specify in writing to the Seller, the Servicer and the Purchasers.

"Agent's Fee" means those agency fees attributable to the Agent's role under the Transaction Documents set forth in the Fee Letter.

"Agreement" means this Receivables Purchase Agreement, as amended.

"Applicable Base Rate" for any Yield Period for any Capital Investment, an interest rate per annum equal to the sum of (a) the Base Rate in effect from time to time plus (b) the Applicable Margin.

"Applicable LIBO Rate" for any Yield Period for any Capital Investment, an interest rate per annum equal to the sum of (a) the LIBO Rate for such Yield Period plus (b) the Applicable Margin.

"Applicable Margin" means (a) in the case of Capital Investments having a Yield determined with reference to the Base Rate, 2.25% per annum and (b) in the case of Capital Investments having a Yield determined with reference to the LIBO Rate, 3.25% per annum; provided, however, that upon the occurrence and during the continuance of an Event of Termination, the **"Applicable Margin"** shall be the sum of the otherwise applicable rate set forth above for Base Rate or LIBO Rate, as the case may be, plus 2.00% per annum.

“**Applicable Reserve**” means, at any date, an amount equal to (a) (NRPB x RP) plus (b) the Dilution Reserve plus (c) any other Reserves then in effect, where:

NRPB = the Net Receivables Pool Balance at the close of business of the Servicer on such date.

RP = the Blended Reserve Percentage at the close of business of the Servicer on such date.

“**Applicable Yield**” means for any Capital Investment, at the Seller’s election upon written notice to the Agent, given not later than 1:00 P.M. (New York time) on the third Business Day preceding (in the case of the Applicable LIBO Rate) or 12:00 P.M. (New York time) on the Business Day of (in the case of the Applicable Base Rate) the applicable Investment Event, the Applicable LIBO Rate or the Applicable Base Rate, as the case may be.

“**Approved Electronic Communications**” means each notice, demand, communication, information, document and other material that the Seller or the Servicer is obligated to, or otherwise chooses to, provide to the Agent pursuant to any Transaction Document or the transactions contemplated therein, including any financial statement, financial and other report, notice, request, certificate and other information material; provided, however, that “**Approved Electronic Communication**” shall, unless otherwise agreed by the Agent, exclude (i) any Notice of Purchase, Notice of Conversion or Continuation, and any other notice, demand, communication, information, document and other material relating to a request for a new, or a conversion of an existing, Purchase, (ii) any notice relating to the payment due under any Transaction Document prior to the scheduled date therefor, (iii) any notice of any Potential Event of Termination or Event of Termination and (iv) any notice, demand, communication, information, document and other material required to be delivered to satisfy any of the conditions set forth in Article III or any other condition to any Purchase or other Investment Event.

“**Approved Electronic Platform**” has the meaning specified in Section 8.7.

“**Approved Fund**” means any fund that, in the ordinary course of its business, invests in bank loans and financial assets of a type similar to the Receivable Interests and that is advised or managed by (a) a Purchaser, (b) an Affiliate of a Purchaser or (c) a Person or an Affiliate of a Person that administers or manages a Purchaser.

“**Arranger**” means J.P. Morgan Securities Inc.

“**Assignee**” means in the case of any assignment of any rights and obligations pursuant to Section 9.1, any assignee of such rights and obligations.

“**Assignment and Acceptance**” means an assignment and acceptance, in substantially the form of Exhibit A hereto, entered into by any Purchaser and an Assignee pursuant to Section 9.1.

“**Attributable Indebtedness**” means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

“**Bankruptcy Code**” means title 11, United States Code.

“**Base Rate**” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced

from time to time by JPMCB as its “prime rate” and (c) the LIBO Rate for a one month interest period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%. The “prime rate” is a rate set by JPMCB based upon various factors including JPMCB’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by JPMCB shall take effect at the opening of business on the day specified in the public announcement of such change.

“**Base Rate Capital Investment**” means a Capital Investment bearing Yield at the Applicable Base Rate.

“**Billed Receivables Percentage**” means, at any time, the number (expressed as a percentage) equal to (a) 1.0 minus (b) the Unbilled Receivables Percentage at such time.

“**Blended Reserve Percentage**” means, at any time, the sum of (a) 0.15 multiplied by the Billed Receivables Percentage at such time plus (b) 0.25 multiplied by the Unbilled Receivables Percentage at such time.

“**Business Day**” means any day which is not a Saturday, Sunday or legal holiday in the State of New York on which banks are open for business in New York City, provided, however, that when used in connection with the LIBO Rate, the term “Business Day” shall also exclude any day on which banks are not open for dealings in deposits in United States dollars in the London interbank market.

“**Capital**” means, at any time, the sum of all Capital Investments outstanding of all Purchasers at such time.

“**Capital Investment**” means, with respect to any Purchaser, and in respect of any Receivable Interest, the original amount paid to the Seller for such Receivable Interest at the time of its acquisition by such Purchaser pursuant to Section 2.1 or 2.2, reduced from time to time by such Purchaser’s Ratable Portion of Collections or Repurchase Amounts received and distributed on account of such Capital pursuant to Section 2.3, 2.6, 2.7 or 2.8; provided, however, that if such Capital Investment in respect of such Receivable Interest shall have been reduced by any distribution of any portion of Collections or Repurchase Amounts and thereafter such distribution is rescinded or must otherwise be returned for any reason, such Capital Investment in respect of such Receivable Interest shall be increased by the amount of such distribution, all as though such distribution had not been made.

“**Capitalized Leases**” means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases on a balance sheet of the lessee.

“**Cash Assets Account**” means the Deposit Account of the Seller identified on Schedule I hereto (or such other account as the Seller and the Agent may agree) and subject to a Full Control Deposit Account Agreement.

“**Cash Assets**” means any cash on deposit in, and Liquid Investments held in, the Cash Assets Account.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by FNIS or any of its Restricted Subsidiaries:

- (a) operating deposit accounts maintained by the Restricted Companies;

- (b) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Agent;
- (c) securities issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 12 months from the date of acquisition thereof or other durations approved by the Agent and, at the time of acquisition, having a rating of at least "A-2" or "P-2" (or long-term ratings of at least "A3" or "A-") from either S&P or Moody's, or, with respect to municipal bonds, a rating of at least MIG 2 or VMIG 2 from Moody's (or the equivalent thereof);
- (d) commercial paper issued by any Purchaser that is a commercial bank or any bank holding company owning any Purchaser;
- (e) commercial paper maturing not more than 12 months after the date of creation thereof or other durations approved by the Agent and, at the time of acquisition, having a rating of at least A-1 or P-1 from either S&P or Moody's and commercial paper maturing not more than 90 days after the creation thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either S&P or Moody's;
- (f) domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than one year after the date of acquisition thereof or other durations approved by the Agent which are either issued by any Purchaser or any other banks having combined capital and surplus of not less than \$100,000,000 (or in the case of foreign banks, the dollar equivalent thereof) or are insured by the Federal Deposit Insurance Corporation for the full amount thereof;
- (g) repurchase agreements with a term of not more than 30 days for, and secured by, underlying securities of the type without regard to maturity described in clauses (b), (c) and (f) above entered into with any bank meeting the qualifications specified in clause (f) above or securities dealers of recognized national standing;
- (h) shares of investment companies that are registered under the Investment Company Act of 1940 and invest solely in one or more of the types with regard to maturity of securities described in clauses (b) through (g) above;
- (i) asset-backed securities and corporate securities that are eligible for inclusion in money market funds;
- (j) fixed maturity securities which are rated BBB- and above by S&P or Baa3 and above by Moody's; *provided* that the aggregate amount of Investments by any Person in fixed maturity securities which are rated BBB+, BBB or BBB- by S&P or Baa1, Baa2 or Baa3 by Moody's shall not exceed 10% of the aggregate amount of Investments in fixed maturity securities by such Person; and
- (k) 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 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 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.

“**Cash Management Obligation**” means any direct or indirect liability, contingent or otherwise, of the Seller in respect of cash management services (including treasury, depository, overdraft, electronic funds transfer and other cash management arrangements) provided after the date hereof by the Agent or any of its Affiliates in connection with this Agreement or any other Transaction Document, including obligations for the payment of fees, interest, charges, expenses, reasonable attorneys’ fees and disbursements in connection therewith.

“**Change of Control**” means the earliest to occur of the following:

(a) (i) a “person” or “group” (as such terms are used in Sections 13(d) and 14(d)(2) of the 1934 Act, but excluding any employee benefit plan of such person and its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), shall become the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the 1934 Act), directly or indirectly, of more than 35% of the then outstanding voting stock of FNIS, and (ii) during any period of twelve consecutive months, the board of directors of FNIS shall cease to consist of a majority of the Continuing Directors;

(b) any “Change of Control” (or any comparable term) in any document pertaining to any Permitted Subordinated Indebtedness with an aggregate outstanding principal amount in excess of the Threshold Amount; and

(c) FNIS shall cease to own and control, of record and beneficially, directly or indirectly, 100% of the Equity Interests in (x) the Seller or (y) any Originator, unless such Originator ceases to be an Originator in accordance with Section 7.03 of the Receivables Sale Agreement.

“**Closing Date**” means the date on which the conditions precedent set forth in Section 3.1 shall have been satisfied, which date is October 1, 2009.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Collateral**” means, collectively, the Pool Receivables, Related Security and Collections in respect thereof, the Restricted Accounts and all proceeds thereof, any Cash Assets and any cash collateral hereunder and all other Securitization Assets of the Seller.

“**Collections**” means, with respect to any Pool Receivable, all cash collections and other cash proceeds of such Pool Receivable, including (i) all cash proceeds of the Related Security with respect to such Pool Receivable and (ii) any amounts in respect of such Pool Receivable deemed to have been received, and actually paid, pursuant to Section 2.9(b) or Section 2.9(c).

“**Commitment**” means (i) in respect of each Initial Purchaser, the commitment of such Purchaser to make Purchases and acquire other Capital Investments in the aggregate amount set forth as the “**Commitment**” next to the name of such Initial Purchaser on Schedule V hereto and (ii) in respect of each other Purchaser that became a Purchaser by entering into an Assignment and Acceptance, the

amount set forth as the “**Commitment**” for such Purchaser in the Register maintained by the Agent pursuant to Section 9.2, in each case, as such amount may be reduced from time to time as the result of any assignment of any Commitment or any portion thereof pursuant to Section 9.1 or as such amount may be reduced from time to time pursuant to Section 2.4(a).

“**Commitment Termination Date**” means November 1, 2013.

“**Compliance Certificate**” means a certificate substantially in the form of **Exhibit J**.

“**Concentration Account**” means the Deposit Account of the Seller identified on **Schedule I** hereto (or such other account as the Seller and the Agent may agree) and subject to a Full Control Deposit Account Agreement.

“**Consolidated Companies**” means FNIS and its Consolidated Subsidiaries.

“**Consolidated EBITDA**” has the meaning specified in Annex A to the Guaranty.

“**Consolidated Subsidiaries**” means, with respect to any Person at any time, all Subsidiaries of such Person that would be consolidated in the financial statements of such Person on such date prepared in accordance with GAAP, but excluding any such consolidated Subsidiary of such Person (other than the Seller) that would not be so consolidated but for the effect of FIN 46.

“**Continuation**” means a continuation of a Capital Investment bearing Yield at the Applicable LIBO Rate for an additional Yield Period as permitted under Section 2.16.

“**Continuing Director**” means the directors of FNIS on the Closing Date, and each other director, if, in each case, such other directors’ nomination for election to the board of directors of FNIS is recommended by a majority of the then Continuing Directors.

“**Contract**” means a written agreement between any Originator and an Obligor, or, in the case of any open account agreement, as evidenced by an invoice (x) setting forth the amount payable, the payment due date and other relevant terms of payment and a description, in reasonable detail, of the goods or services covered thereby or (y) otherwise approved by the Agent in its Permitted Discretion from time to time (which approval shall not be unreasonably withheld), in each case pursuant to or under which such Obligor shall be obligated to pay for goods or services from time to time.

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

“**Control Agreements**” means the Shifting Control Deposit Account Agreements and the Full Control Deposit Account Agreements.

“**Conversion**” means (i) any conversion of Capital Investments bearing Yield at the Applicable LIBO Rate to Capital Investments bearing Yield at the Applicable Base Rate and (ii) any conversion of Capital Investments bearing Yield at the Applicable Base Rate to Capital Investments bearing Yield at the Applicable LIBO Rate.

“**Credit and Collection Policy**” means those credit and collection policies and practices in effect on the date hereof relating to Contracts and Pool Receivables and described in **Schedule II** hereto, as modified from time to time in compliance with Section 5.3(f) and Section 5.6(a).

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

“**Defaulting Purchaser**” means any Purchaser that (a) has failed to fund any portion of its Capital Investment required to be funded by it hereunder within one Business Day of the date required to be funded by it hereunder, (b) has otherwise failed to pay over to the Agent or any other Purchaser any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute, or (c) has been deemed insolvent or become the subject of a bankruptcy or insolvency proceeding.

“**Deposit Account**” has the meaning set forth in Article 9 of the UCC.

“**Dilution Factors**” means, without duplication, with respect to any period, the aggregate amount of all deductions, credit memos, returns, adjustments, allowances, bad debt write-offs (which shall include, without limitation, all accounts receivable which remain unpaid for more than 270 days after the original due date) and other non-cash credits which are recorded to reduce accounts receivable in a manner consistent with current and historical accounting practices of the Originators or the Seller.

“**Dilution Ratio**” means, at any date, the amount (expressed as a percentage) equal to (a) the aggregate amount of the applicable Dilution Factors for the most recent 12 fiscal-month period for which such data is available divided by (b) total gross sales of all Originators for such period.

“**Dilution Reserve**” means, at any date, the applicable Dilution Ratio multiplied by the Outstanding Balance of Eligible Receivables on such date.

“**Disposition**” has the meaning specified in the Guaranty.

“**Disqualified Equity Interests**” means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Termination Date.

“**Dissenting Purchaser**” has the meaning specified in Section 11.1.

“**Domestic Subsidiary**” means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia.

“**Eligible Receivable**” means each Pool Receivable arising out of the performance of services or the sale, license or lease of software in the ordinary course of business by an Originator to a Person that is not an Affiliate of any Originator; provided, however, that a Pool Receivable shall not be an “**Eligible Receivable**” if any of the following shall be true:

(a) any warranty contained in Section 4.1(h) of this Agreement with respect to such specific Receivable is not true and correct with respect to such Receivable; or

(b) the Obligor on such Receivable has disputed liability or made any claim with respect to such Receivable or any other Receivable due from such Obligor to the Seller or any Originator but only to the extent of such dispute or claim; or

(c) the transaction represented by such Receivable is to an Obligor which, if a natural person, is not a resident of the United States or Canada or, if not a natural person, is organized under the laws of a jurisdiction outside the United States or Canada or has its chief executive office outside the United States or Canada (it being understood for purposes of this clause (c) that a territory of the United States that has enacted Revised Article 9 of the Uniform Commercial Code and Puerto Rico are considered to be part of the United States); provided, however, that, any Obligor that is a United States branch of any foreign financial institution that has been licensed by a United States federal or state Governmental Authority will be deemed to be a resident of the United States for purposes of this clause (c); or

(d) the performance of services or the sale, license or lease of software to such Obligor represented by such Receivable represents a progress billing or is otherwise not a final sale (e.g., such sale is on a guaranteed sale, sale and return or sale on approval basis or, until billed, a consignment basis); provided, however, that to the extent that the Servicer is able to identify the Receivables of a particular Obligor that are ineligible as a result of this clause (d) with the Receivables of such Obligor, if the amount of the Receivables of such Obligor that are ineligible as a result of this clause (d) exceeds the amount of its otherwise Eligible Receivables, the Net Receivables Pool Balance shall not be reduced by such excess; or

(e) such Receivable is subject to any Lien other than a Permitted Lien described in clause (i) or (ii) of the definition thereof; or

(f) the Originator or one of its Affiliates has established or has outstanding a contra account or account payable in favor of the related Obligor, or such Receivable is otherwise subject to any counterclaim, deduction, defense, offset, setoff or dispute of the related Obligor against an Originator or the Seller, but only to the extent of the amount of such contra account or account payable or such counterclaim, deduction, defense, offset, setoff or dispute or other condition being asserted by such Obligor; or

(g) the Obligor on such Receivable is a Governmental Authority, unless the applicable Originator and the Seller have each assigned its rights to payment of such Receivable to the Agent pursuant to, and in compliance with, (i) the Assignment of Claims Act of 1940, as amended, in the case of a federal Governmental Authority, and (ii) applicable law, if any, in the case of any other Governmental Authority; or

(h) 50% or more of the Outstanding Balance of the Receivables of the Obligor are not Eligible Receivables by reason of clause (b) or (f) above or clause (m) below; provided that Receivables that are determined not to be Eligible Receivables, solely as a result of the provisions of clause (l) below, shall be excluded in calculating such percentage; or

(i) the payment obligation represented by such Receivable is denominated in a currency other than U.S. Dollars; or

(j) such Receivable is not evidenced by an invoice that would be a Contract (or by other supporting material acceptable to the Agent, in its Permitted Discretion); provided, however, that this clause (j) shall not render ineligible Unbilled Receivables that would otherwise constitute Eligible Receivables under other clauses of this definition; or

(k) any Originator, the Seller or any other Person, in order to be entitled to collect such Receivable, is required to perform any additional service for, deliver any additional goods or merchandise to, or perform or incur any additional obligation to, the Person to whom or to which it was made; or

(l) the total Receivables of such Obligor and its Affiliates to the Originators (taken as a whole) represent more than 10% (or 20% if the Obligor maintains at least two of the following three ratings: (i) a corporate credit rating of BBB- or higher from S&P, (ii) a corporate family rating of Baa3 or higher from Moody's and (iii) an issuer default rating of BBB- or higher from Fitch Ratings) of the Outstanding Balance of the Eligible Receivables of the Originators (taken as a whole) at such time, but only to the extent of such excess; or

(m) such Receivable (or any portion thereof) remains unpaid for more than 90 days from the original invoice date thereof; provided, however, that Receivables which remain outstanding for more than 90 days, but less than 120 days, from the original invoice date thereof shall be Eligible Receivables under this clause (m) to the extent that the Outstanding Balance of all such Receivables does not exceed 7.5% of the Outstanding Balance of the Eligible Receivables of the Originators (taken as a whole) at such time; provided that in determining the aggregate amount of Receivables that will be excluded pursuant to this clause (m), the amount of any net credit balances relating to Receivables due from any Obligor which are unpaid more than 90 days from the original invoice date thereof shall be reflected in such determination; or

(n) the Obligor on such Receivable (i) has pending or is subject to (A) by or against such Obligor, a petition for bankruptcy or any other relief under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization or relief of debtors, (B) an assignment for the benefit of creditors, or (C) the appointment of a receiver or a trustee for all or a substantial part of its assets or affairs or (ii) has, while such Receivable remains outstanding, failed, suspended business operations or become insolvent (provided, however, that this clause (n) shall not render ineligible any Receivable from an Obligor that is a financial institution which has been taken over by the Federal Deposit Insurance Corporation or other applicable regulatory body so long as the administrator appointed to oversee such financial institution has not notified the relevant Originator that the Receivable will not be paid); or

(o) consistent with the Credit and Collection Policy, such Receivable is or should be written off the Seller's or any Originator's books as uncollectible; or

(p) such Receivable is not payable into a Lock-Box Account, or that Lock-Box Account is not the subject of a Control Agreement; provided that this clause (p) shall not render ineligible Receivables that are payable in checks or money orders addressed to a Lock Box specified by the applicable Originator and listed on Schedule I hereto so long as such checks are deposited into a Lock Box Account for transfer into the Concentration Account (or directly deposited into the Concentration Account) within two Business Days after the end of the week in which they are received in accordance with Section 2.17(a); or

(q) such Receivable does not arise under a Contract which has been duly authorized and which, together with such Receivable, is in full force and effect and constitutes the legal, valid and binding obligation of the Obligor of such Receivable enforceable in all material respects against such Obligor in accordance with its terms; or

(r) such Receivable, together with the Contract related thereto, contravenes in any material respect any laws, rules or regulations applicable thereto (including, without limitation,

laws, rules and regulations relating to usury, consumer protection, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) or with respect to which the applicable Originator is in violation of any such law, rule or regulation in any material respect; or

(s) such Receivable does not satisfy the requirements of the Credit and Collection Policy in all material respects; or

(t) such Receivable does not constitute an “account” within the meaning of Section 9-102(a)(2) of the UCC of the jurisdiction the law of which governs the perfection of the interest created by a Receivable Interest; or

(u) such Receivable (i) is subject to an unsecured claim in favor of a surety or (ii) arises under a Contract that is not governed by the laws of the United States or a State thereof; or

(v) such Receivable is an Unbilled Receivable; provided, however, that Unbilled Receivables in respect of services that have been performed or software that has been sold, licensed or leased shall be Eligible Receivables under this clause (v) to the extent that the Outstanding Reserved Balance of all Eligible Receivables that are not Unbilled Receivables exceeds 50% of the Total Commitments; provided, further, however, that any Unbilled Receivable as to which an invoice has not been issued to the relevant Obligor on or prior to the last day of the month immediately following the month of the provision of services or the sale, license or lease of software by the relevant Originator giving rise to such Receivable shall not be an Eligible Receivable; or

(w) such Receivable is billed in advance of the relevant performance of services or shipment or transmission of software; or

(x) such Receivable does not comply with such other commercially reasonable objective criteria as may be established by the Agent from time to time (but solely to address any material adverse impact on the collectability of such Receivable or on the rights of the Seller or the Purchasers or the Agent with respect to such Receivable or the proceeds thereof); provided, however, that (A) the Agent has notified the Seller and the Servicer of such other criteria at least 10 Business Days prior to establishing such other criteria and (B) any such other criteria as may be established by the Agent pursuant to this clause (x) may be subsequently revoked by the Agent without further approval by the Purchasers.

“Equity Interest” means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is under common control with FNIS within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by FNIS or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by FNIS or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums not yet due or premiums due but not yet delinquent under Section 4007 of ERISA, upon FNIS or any ERISA Affiliate.

“**Events of Termination**” has the meaning specified in Section 7.1.

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

“**Fee Letter**” means the letter agreement dated October 1, 2009 between JPMCB and FNIS.

“**Fiscal Year**” means each twelve-month period ending on December 31.

“**Fitch Ratings**” means Fitch Ratings Ltd. and any successor thereto.

“**FNIS**” means Fidelity National Information Services, Inc., a Georgia corporation.

“**FNIS Credit Agreement**” means the Credit Agreement dated as of January 18, 2007, among FNIS, the Designated Borrowers (as defined therein) from time to time party thereto, each lender party thereto, JPMCB, as administrative agent, swing line lender and L/C issuer, and Bank of America, N.A., as swing line lender, as the same may be amended from time to time.

“**FNIS Merger Sub**” means Cars Holdings, LLC, a Delaware limited liability company.

“**Foreign Purchaser**” means any Purchaser that is organized under the laws of a jurisdiction other than that in which the Seller is a resident for tax purposes. For purposes of this definition, the United States, each state thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“**Foreign Subsidiary**” means any direct or indirect Subsidiary of FNIS which is not a Domestic Subsidiary.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**Full Control Deposit Account Agreement**” shall mean an agreement in writing, substantially in the form of Exhibit D hereto (with any changes that the Agent shall have approved), by and among the Seller, the Agent and any bank at which the relevant Deposit Account of the Seller is at any time maintained.

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

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Granting Purchaser**” has the meaning specified in Section 9.1(e).

“**Guarantee**” means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “**Guarantee**” shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “**Guarantee**” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, FNIS and each of its Subsidiaries party to the Guaranty as of the date hereof and each Additional Guarantor that shall, after the date hereof, become a Guarantor in accordance with Section 9 thereof or Section 12 of Annex C thereto, subject to the removal of any Guarantor as permitted by the Transaction Documents.

“**Guaranty**” means the Guaranty Agreement dated as of the Closing Date, in substantially the form of Exhibit L hereto, by FNIS, and the other Guarantors from time to time party

thereto in favor of the Agent for the benefit of the Purchasers, together with any guaranty or guaranty supplement delivered pursuant to Section 9 thereof or Section 12 of Annex C thereto.

“Guaranty Protection Repurchase Obligation” has the meaning specified in Section 2.3(b).

“Guaranty Protection Termination” has the meaning specified in Section 7.03(d) of the Receivables Sale Agreement.

“Guaranty Protection Termination Date” has the meaning specified in Section 7.03(d) of the Receivables Sale Agreement.

“Immaterial Subsidiaries” means, as of any date of determination, those Restricted Subsidiaries that, individually or collectively, for the four fiscal quarter period ended most recently prior to such date of determination did not generate more than 10% of the Consolidated EBITDA of the Restricted Companies. Neither Metavante Holdings nor Metavante Corporation shall be deemed to be an Immaterial Subsidiary.

“Increasing Purchaser” has the meaning specified in Section 2.20.

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

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments or agreements;
- (b) the maximum available amount of all letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;
- (c) net obligations of such Person under Swap Contracts (with the amount of such net obligations being deemed to be the aggregate Swap Termination Value thereof as of such date);
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation appears in the liabilities section of the balance sheet of such Person, and (iii) any earn-out obligation that appears in the liabilities section of the balance sheet of such Person, to the extent (A) such Person is indemnified for the payment thereof by a solvent Person reasonably acceptable to the Agent or (B) amounts to be applied to the payment therefore are in escrow);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness;

- (g) all obligations of such Person in respect of Disqualified Equity Interests;
- (h) indebtedness or similar financing obligations of such Person under any Securitization Financing; and
- (i) all Guarantees of such Person in respect of any of the foregoing paragraphs.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of Indebtedness of any Person for purposes of clause (e) above shall be deemed to be equal to the lesser of (x) the aggregate unpaid amount of such Indebtedness and (y) the fair market value of the property encumbered thereby as determined by such Person in good faith.

“Indemnified Amounts” has the meaning specified in Section 10.1.

“Indemnified Party” means the Agent, each Purchaser and each of their respective Affiliates, and each of the directors, officers, employees, agents, representative, attorneys, consultants and advisors of or to any of the foregoing.

“Initial Purchasers” has the meaning specified in the preamble hereto.

“Initial Receivables Administrators” has the meaning specified in the preamble hereto.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of “Indebtedness” set forth in Section 1.1 in respect of such Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For all purposes of this Agreement, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“Investment Event” means any Purchase, Conversion and any Continuation.

“JPMCB” means JPMorgan Chase Bank, N.A., a national bank association, and its successors.

“Laws” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“LIBO Rate” means, for any Yield Period for any Capital Investment as to which Yield is based on the Applicable LIBO Rate:

(a) the rate per annum equal to the rate determined by the Agent to be the British Bankers Association LIBOR Rate (“**BBA LIBOR**”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Agent from time to time), for deposits in U.S. Dollars (for delivery on the first day of such Yield Period) with a term equivalent to such Yield Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Yield Period, or

(b) if the rate referenced in the preceding clause (a) is not available, the rate per annum determined by the Agent as the rate of interest at which deposits in U.S. Dollars (for delivery on the first day of such Yield Period) in immediately available funds in the approximate amount of the Capital Investment then outstanding, continued or converted by JPMCB and with a term equivalent to such Yield Period would be offered by JPMCB’s London Branch to major banks in the London or other offshore interbank market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Yield Period.

“**LIBO Rate Capital Investment**” means any Capital Investment that bears Yield at the Applicable LIBO Rate.

“**Lien**” means any mortgage, pledge, hypothecation, assignment for security, deposit arrangement for security, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing but excluding operating leases).

“**Liquid Investments**” has the meaning set forth in Section 2.19(c).

“**Liquidation Cost**” has the meaning set forth in Section 2.12(d).

“**Liquidation Day**” means, for any Receivable Interest, each Business Day that occurs on or after the Termination Date.

“**Liquidity Threshold Event**” means, at any time, if (a) the sum of (i) the then remaining unused commitments under the FNIS Credit Agreement (or any refinancing thereof), plus (ii) all cash and Cash Equivalents of FNIS and its Restricted Subsidiaries at such time, plus (iii) the amount (if positive) by which the then Maximum Capital exceeds the then outstanding Capital under this Agreement, fails to exceed (b) \$150,000,000 at such time.

“**Lock-Box**” has the meaning set forth in Section 2.19(a).

“**Lock Box Account**” means a Deposit Account maintained at a Lock-Box Bank for the purpose of receiving Collections subject to a valid Shifting Control Deposit Account Agreement.

“**Lock-Box Bank**” means any of the banks specified on Schedule I hereof and any other bank specified as a “**Lock-Box Bank**” in accordance with this Agreement, in each case holding one or more Lock-Box Accounts.

“**Material Adverse Effect**” means (a) a material adverse effect on the business, assets, liabilities, results of operations, or financial position of FNIS and its Subsidiaries, taken as a whole, (b) a material and adverse effect on the ability of any Transaction Party to perform its obligations under the Transaction Documents, (c) material impairment of the collectability of the Pool Receivables generally or

of any material portion of the Pool Receivables or the ability of the Servicer (if the Servicer is an Originator or an Affiliate of an Originator) to collect Pool Receivables or (d) a material and adverse effect on the rights and remedies of the Agent or the Purchasers under the Transaction Documents.

“**Material Companies**” means FNIS and all Restricted Subsidiaries (other than Immaterial Subsidiaries). Notwithstanding the foregoing, the Seller shall at all times be considered a “**Material Company**” for purposes of any Transaction Document.

“**Maximum Capital**” means, at any time, the lesser of (a) the Total Commitments and (b)(i) the Net Receivables Pool Balance minus (ii) the Applicable Reserve in effect at such time.

“**Metavante Credit Agreement**” means the Credit Agreement dated as of November 1, 2007 by and among Metavante Holdings, Metavante Corporation, the lenders from time to time party thereto, Lehman Commercial Paper Inc. and Baird Financial Corporation, as documentation agents, Morgan Stanley Senior Funding Inc., as syndication agent and JPMCB, as administrative agent, as amended by Amendment No. 1 dated as of April 30, 2009 (the “**Metavante Facility Amendment**”) and as further amended from time to time.

“**Metavante Facility Amendment**” has the meaning specified in the definition of “Metavante Credit Agreement”, above.

“**Metavante Holdings**” means (a) prior to the effectiveness of the Acquisition, Metavante Technologies, Inc. and (b) from and after the effectiveness of the Acquisition, FNIS Merger Sub.

“**Moody’s**” means Moody’s Investors Service, Inc. and any successor thereto.

“**Multemployer Plan**” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Transaction Party, any Subsidiary or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“**Net Receivables Pool Balance**” means, at any time, the Outstanding Balance of the Eligible Receivables in the Receivables Pool as at such time reduced by (a) Unapplied Cash and Credits (to the extent not already deducted in determining the Outstanding Balance), (b) the Yield and Fee Reserve at such time and (c) to the extent not already deducted in determining Eligible Receivables, amounts accrued or recorded by the Originators as a reserve in respect of volume rebates or other offsetting deductions, or in respect of credits past due.

“**New Purchaser**” has the meaning specified in Section 2.20.

“**Notice of Conversion or Continuation**” has the meaning specified in Section 2.16(a).

“**Notice of Purchase**” has the meaning specified in Section 2.2(a).

“**Obligations**” means, with respect to any Transaction Party, the obligations of such Transaction Party under the Transaction Documents (as the same may hereafter be amended, restated, extended, supplemented or otherwise modified from time to time) with respect to the due and punctual payment, whether at maturity, by acceleration or otherwise, of all monetary obligations of such Transaction Party, whether for fees, costs, indemnification or otherwise, including, with respect to the Seller, Yield, amounts payable with respect to its Termination Repurchase Obligation and Guaranty

Protection Repurchase Obligation pursuant to Section 2.3, amounts payable as deemed Collections pursuant to Section 2.9(b) or 2.9(c), the Agent's Fee, the Unused Commitment Fee, the Servicer Fee, Cash Management Obligations and amounts payable by the Seller pursuant to Sections 2.12, 2.13, 2.14, 10.1 and 11.5.

"Obligor" means a Person obligated to make payments pursuant to a Contract.

"Organization Documents" means: (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Originator" means FNIS, and any other wholly-owned, direct or indirect, Subsidiary of FNIS from time to time party to the Receivables Sale Agreement as an "Originator" thereunder; provided that neither Metavante Holdings, LLC nor any of its direct or indirect Subsidiaries shall be an Originator at any time prior to payment in full of all amounts owing under the Metavante Credit Agreement (or any refinancing thereof) and termination thereof.

"Other Taxes" has the meaning specified in Section 2.14(c).

"Outstanding Balance" of any Receivable at any time means the then outstanding principal balance thereof.

"Outstanding Reserved Balance" of any Receivable at any time means the then Outstanding Balance of such Receivable multiplied by the Reserve Percentage applicable to such Receivable.

"Participant Register" shall have the meaning specified in Section 9.3.

"Payment Date" means (a) in respect of Yield, the Yield Payment Date, (b) in respect of the Unused Commitment Fee and the Servicer Fee, (i) the last Business Day of each March, June, September and December, commencing on the first such day following the Closing Date until the later of the Termination Date or the date on which Capital is reduced to zero and (ii) if not previously paid in full, the Termination Date, and (c) with respect to all other Obligations of the Seller hereunder, the date such Obligation is due or otherwise on demand by the Agent from and after the time such Obligation becomes due and payable (whether by acceleration or otherwise).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by FNIS or any ERISA Affiliate or to which FNIS or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

“Permitted Account Update” has the meaning specified in Section 2.19(a)(ii).

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset based lender) business judgment.

“Permitted Lien” means (i) an inchoate tax, PBGC Lien or other Lien arising solely by operation of law, (ii) a Lien created by the Transaction Documents, (iii) a Lien in favor of a depository bank in respect of a Restricted Account subject to a Control Agreement or (iv) a Lien in favor of a securities intermediary in respect of any securities account, or any securities entitlement therein, under the “control” (within the meaning of Section 9-104 of the UCC) of the Agent.

“Permitted Subordinated Indebtedness” has the meaning specified in the FNIS Credit Agreement.

“Person” means any natural Person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(2) of ERISA) maintained or sponsored by FNIS or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Pool Receivable” means a Receivable in the Receivables Pool.

“Potential Event of Termination” means any event that, with the giving of notice or the passage of time or both, would constitute an Event of Termination.

“Purchase” means a purchase by the Purchasers of a Receivable Interest from the Seller pursuant to Article II.

“Purchasers” means the Initial Purchasers and each Assignee that shall become a party hereto pursuant to Section 9.1.

“Ratable Portion” or **“ratably”** means, with respect to any Purchaser, the percentage obtained by dividing (a) the Commitment of such Purchaser by (b) the Total Commitments (or, at any time after the Termination Date, the percentage obtained by dividing the aggregate Capital Investments then owing to such Purchaser by the Capital then owing).

“Receivable” means the indebtedness (whether constituting accounts or general intangibles or chattel paper or otherwise) of any Obligor under a Contract, and includes the right to payment of any interest or finance charges and other obligations of such Obligor with respect thereto.

“Receivable Interest” means, at any time, an undivided percentage ownership interest at such time in (a) all then outstanding Pool Receivables arising prior to the time of the most recent computation or recomputation of such undivided percentage interest pursuant to Section 2.5, (b) all Related Security with respect to such Pool Receivables and (c) all Collections with respect to, and other proceeds of, such Pool Receivables. Such undivided percentage interest for such Receivable Interest shall be computed as:

$$\frac{C + AR}{NRPB}$$

where:

C = the outstanding Capital Investments made by the Purchasers in connection with such Receivable Interest at such time;

AR = the Purchasers' Ratable Portion of the aggregate Applicable Reserve at such time; and

NRPB = the Net Receivables Pool Balance at such time;

provided, however, that on the Termination Date and each day thereafter (until the date on which Capital is reduced to zero), the Receivable Interests then outstanding under this Agreement, if more than one Receivable Interest, shall be combined into one Receivable Interest hereunder (such one Receivable Interest, whether the one Receivable Interest then outstanding or the one Receivable Interest resulting from such combination of Receivable Interests, being the "Special Receivable Interest") and such Special Receivable Interest shall be senior and prior to any undivided percentage ownership interest held by the Seller in (and, for the avoidance of doubt, while the Special Receivable Interest is greater than zero, the Seller shall not be entitled to assert or enforce any claim in respect of such retained undivided percentage ownership interest in) (i) all then outstanding Pool Receivables, (ii) all Related Security with respect to such Pool Receivables and (iii) all Collections with respect to, and other proceeds of, such Pool Receivables. Each Receivable Interest shall be determined from time to time pursuant to the provisions of Section 2.5.

"Receivables Activity Report" has the meaning specified in the Receivables Sale Agreement.

"Receivables Administrators" shall mean the Initial Receivables Administrators and such other wholly-owned, direct or indirect Subsidiaries of FNIS as the Servicer may appoint to serve in such capacity from time to time by at least five Business Days' notice given to the Agent; provided, however, that (i) the Servicer shall also have the right to terminate the status of any Receivables Administrator as such on five Business Days' notice to the Agent and (ii) without the further consent of the Agent, not to be unreasonably withheld, there shall be no more than six Receivables Administrators serving in such capacity at any time.

"Receivables Pool" means at any time the aggregation of all then outstanding Receivables sold or otherwise transferred by the Originators to the Seller.

"Receivables Sale Agreement" means the Receivables Sale Agreement, dated as of the Closing Date, in substantially the form of Exhibit E hereto, among each Originator, as seller, the Seller, as buyer, and FNIS, as buyer's servicer.

"Records" means, with respect to any Receivable, all Contracts and other documents, books, records and other information (including, without limitation, computer programs, tapes, disks, data processing software and related property and rights) relating to such Receivable and the related Obligor.

"Register" has the meaning specified in Section 9.2.

"Regulation U" means Regulation U of the FRB, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the FRB, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

“Related Security” means with respect to any Receivable:

- (i) all right, title and interest of the Seller in, under and to all security agreements and other Contracts that evidence or secure (or provide other credit support for) the repayment of such Receivable;
- (ii) all of the Seller’s interest in the goods (including returned goods), if any, relating to the sale which gave rise to such Receivable;
- (iii) all supporting obligations including all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract relating to such Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Receivable;
- (iv) all letter of credit rights, guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable, whether pursuant to the Contract relating to such Receivable or otherwise;
- (v) all Records relating to such Receivable (subject, in the case of Records consisting of computer programs, data processing software and other intellectual property under license from third parties, to restrictions imposed by such license on the sublicensing or transfer thereof);
- (vi) all of the Seller’s right, title and interest in and to the following, to the extent applicable to such Receivable: (x) the Receivables Sale Agreement, including, without limitation, (A) all rights to receive moneys due and to become due under or pursuant to the Receivables Sale Agreement, (B) all rights to receive proceeds of any indemnity, warranty or guaranty with respect to the Receivables Sale Agreement, (C) claims for damages arising out of or for breach of or default under the Receivables Sale Agreement, and (D) the right to perform under the Receivables Sale Agreement and to compel performance and otherwise exercise all remedies thereunder; and (y) all Lock Boxes to which Collections are sent or deposited and all Restricted Accounts, and all funds and investments therein; and
- (vii) all proceeds of any and all of the foregoing.

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

“Repurchase Amount” means, with respect to a Guaranty Protection Termination of any Originator, an amount equal to the product of (a) a fraction (expressed as a percentage), the numerator of which is the Outstanding Balance of all Eligible Receivables generated by such Originator as of the applicable Guaranty Protection Termination Date and the denominator of which is the Outstanding Balance of all Eligible Receivables as of such Guaranty Protection Termination Date, multiplied by (b) the then outstanding Capital as of such Guaranty Protection Termination Date, in each case of clauses (a) and (b), prior to giving effect to the repurchase of Receivable Interests by the Seller contemplated by Section 2.3(b) hereof.

“Required Net Receivables Pool Balance” means, at any time, the sum of (i) the Capital at such time plus (ii) the aggregate Applicable Reserve at such time.

“Required Purchasers” means, at any time, Purchasers holding more than 50% of the aggregate Total Commitments or, after the Termination Date, more than 50% of the aggregate Capital at such time.

“Reserve Percentage” means (i) with respect to any Unbilled Receivable, 25% and (ii) with respect to any Receivable that is not an Unbilled Receivable, 15%.

“Reserves” means, collectively, the following:

(i) reserves for Cash Management Obligations then provided or outstanding;

(ii) reserves for deferred maintenance liability balances as set forth in the most recent balance sheet prepared in accordance with GAAP (provided, however, that to the extent that the Servicer is able to identify the deferred maintenance liabilities related to a particular Obligor with the Receivables of such Obligor, if the total amount of deferred maintenance liabilities of such Obligor exceeds the amount of its otherwise Eligible Receivables, the reserve with respect to such Obligor shall be limited to the amount of its otherwise Eligible Receivables);

(iii) reserves for deferred deposit balances calculated in the manner set forth in the most recent field examination of the Originators conducted by JPMCB’s internal auditors (provided, however, that to the extent that the Servicer is able to identify the deferred deposit balances of a particular Obligor with the Receivables of such Obligor, if the deferred deposit balance of such Obligor exceeds the amount of its otherwise Eligible Receivables, the reserve with respect to such Obligor shall be limited to the amount of its otherwise Eligible Receivables);

(iv) reserves for check guarantees paid by an Originator, the cost of which is to be passed along to the applicable Obligor at a later date (provided, however, that (A) such reserves shall not exceed 25% of the aggregate amount of check guarantees outstanding for all Originators at such time and (B) to the extent that the Servicer is able to identify the check guarantees related to a particular Obligor and the Receivables of such Obligor, if the reserve allocable to such Obligor would exceed the amount of its otherwise Eligible Receivables, the reserve with respect to such Obligor shall be limited to the amount of its otherwise Eligible Receivables); and

(v) such other reserves as may be established by the Agent from time to time based upon commercially reasonable objective criteria (but solely to address any material adverse impact on the collectability of the Eligible Receivables or on the rights of the Seller or the Purchasers or the Agent with respect to such Eligible Receivables or the proceeds thereof);

Any implementation of a new reserve pursuant to clause (v) above or any modification of an existing reserve shall be based on the reasonably expected impact on the collectability of the Eligible Receivables or on the rights of the Seller or the Purchasers or the Agent with respect to such Eligible Receivables or the proceeds thereof and implemented only after the Agent has provided to Seller written notice of the proposed implementation or modification followed by at least 10 Business Days to review such proposed implementation or modification so that the Seller may provide input prior to the Agent’s final implementation or modification, as the case may be, of the terms of the applicable reserve.

“Responsible Officer” means the chief executive officer, president, any vice president, chief financial officer, treasurer or assistant treasurer or other similar officer of a Transaction Party (or

any other person duly authorized by a Transaction Party to act with respect to the Transaction Documents on behalf of such Transaction Party) and, as to any document delivered on the Closing Date, secretary or assistant secretary. Any document delivered hereunder that is signed by a Responsible Officer of a Transaction Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Transaction Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Transaction Party.

“**Restricted Accounts**” means the Seller’s Account, the Lock-Box Accounts, the Concentration Account and the Cash Assets Account.

“**Restricted Companies**” means FNIS and its Restricted Subsidiaries, and “**Restricted Company**” means any of the foregoing.

“**Restricted Subsidiary**” means any Subsidiary of FNIS other than an Unrestricted Subsidiary (including in any event Metavante Holdings and Metavante Corporation).

“**S&P**” means Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc., and any successor thereto.

“**Securitization Assets**” has the meaning, with respect to the Seller or any Originator (as applicable), referred to in Annex A to the Guaranty.

“**Securitization Financing**” has the meaning referred to in Section 3(v) of Annex D to the Guaranty.

“**Seller**” has the meaning specified in the preamble to this Agreement.

“**Seller Party**” means the Seller, the Servicer or any Receivables Administrator.

“**Seller Report**” has the meaning specified in Section 5.5(j).

“**Seller’s Account**” means the Deposit Account of the Seller identified on Schedule I hereto (or such other account as the Seller and the Agent may agree) and subject to a Shifting Control Deposit Account Agreement.

“**Seller’s Account Bank**” has the meaning specified in Section 2.19(d).

“**Servicer**” has the meaning specified in Section 6.1.

“**Servicer Fee**” has the meaning specified in Section 2.11.

“**Shifting Control Deposit Account Agreement**” shall mean an agreement in writing, substantially in the form of Exhibit C hereto (with any changes that the Agent shall have approved), by and among the Seller, the Servicer or any Receivables Administrator, as the case may be, the Agent and any bank at which the relevant Deposit Account of the Seller, the Servicer or any Receivables Administrator is at any time maintained.

“**Shortfall Condition**” exists on any day if the aggregate Receivable Interests on such day would exceed 100% (after giving effect to any calculated reduction of Capital by an amount equal to the amount on deposit in the Cash Assets Account as of the close of business on such day pursuant to Section 2.6(a)(ii) or Section 2.7(a)(ii), as applicable).

“**Solvent**” and “**Solvency**,” means, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“**Special Receivable Interest**” has the meaning specified in the definition of “**Receivable Interest**” contained in this Section 1.1.

“**Specified Responsible Officer**” means the chief executive officer, president, chief operating officer, chief financial officer, treasurer, comptroller or general counsel of the Seller or Servicer, as the context requires.

“**Subordinated Note**” has the meaning specified in the Receivables Sale Agreement.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified or the context requires otherwise, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of FNIS. For purposes of this Agreement, references to Subsidiaries of FNIS under this Agreement shall be deemed to include Metavante Holdings and its Subsidiaries after giving effect to the Acquisition.

“**Super-Majority Purchasers**” means at any time Purchasers holding more than 75% of the aggregate Total Commitments or, after the Termination Date, more than 75% of the aggregate Capital outstanding at such time.

“**Swap Contract**” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward contracts, futures contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase agreements, reverse repurchase agreements, sell buy backs and buy sell back agreements, and securities lending and borrowing agreements or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement or related schedules, including any such obligations or liabilities arising therefrom.

“**Swap Termination Value**” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Purchaser or any Affiliate of a Purchaser).

“**Taxes**” has the meaning specified in Section 2.14(a).

“**Termination Date**” means the earlier of (i) the Commitment Termination Date, and (ii) the date of termination in whole of the aggregate Commitments pursuant to Section 2.4 or 7.1.

“**Termination Repurchase Obligations**” has the meaning specified in Section 2.3(a).

“**Threshold Amount**” means \$150,000,000.

“**Total Commitments**” means the aggregate of all Commitments of all Purchasers, as such amount may be reduced from time to time pursuant to Section 2.4 or increased from time to time pursuant to Section 2.20. On the Closing Date, the Total Commitments aggregate \$145,000,000.

“**Total Consolidated Assets**” means, at any time, the total assets appearing on the most recently prepared consolidated balance sheet of FNIS and its Consolidated Subsidiaries as of the end of the most recent fiscal quarter of the Company and its Consolidated Subsidiaries for which such balance sheet is available, prepared in accordance with GAAP.

“**Transaction Documents**” means this Agreement, the Receivables Sale Agreement, each Subordinated Note, the Guaranty, the Control Agreements and each additional security or control documentation delivered or required to be delivered pursuant to any of the foregoing to evidence the interests of the Seller, the Servicer, any Originator, any Receivables Administrator, the Agent and the Purchasers, as applicable, in and to the Restricted Accounts, Receivables, Related Security, Collections and proceeds thereof.

“**Transaction Parties**” means the Seller, each Guarantor, each Originator, the Servicer and each Receivables Administrator; provided that any successor Servicer that is not an Originator or an Affiliate of an Originator shall not be considered a Transaction Party for purposes hereof.

“**Triggering Event**” means any of the following events: (i) the Termination Date, (ii) the occurrence of an Event of Termination and (iii) the occurrence of a Liquidity Threshold Event.

provided that if, following a Triggering Event described in either clause (ii) or (iii), the related Event of Termination or Liquidity Threshold Event, as applicable, ceases to exist, such Triggering Event shall cease to exist. For the avoidance of doubt, the cessation of an existing Triggering Event does not preclude the occurrence of a subsequent Triggering Event.

“**UCC**” means, at any time, the Uniform Commercial Code as from time to time in effect in the State of New York at such time; provided, however, that in the event that, by reason of mandatory provisions of law, the perfection, effect of perfection or non-perfection or priority of the interests of the Agent or the Purchasers in the Pool Receivables, Related Security and Collections created by the Transaction Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other

than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Unapplied Cash and Credits" means, at any time, the aggregate amount of Collections or other cash or credits then held by or for the account of the Servicer, any Receivables Administrator, any Originator or the Seller in respect of the payment of Pool Receivables, but not yet applied or reinvested pursuant to Section 2.6 or Section 2.7 or applied pursuant to Section 2.8.

"Unbilled Receivable" means a Receivable for which, at the time of determination, an invoice or other evidence of an Obligor's payment obligation for the purchase of goods or services from the Originator has not been rendered.

"Unbilled Receivables Percentage" means, at any time, the number (expressed as a percentage) equal to (a) the aggregate Outstanding Balance of all Eligible Receivables in the Receivables Pool that are Unbilled Receivables at such time divided by (b) the aggregate Outstanding Balance of all Eligible Receivables in the Receivables Pool at such time.

"United States" and "U.S." each means United States of America.

"Unrestricted Subsidiary" means (a) each Subsidiary of FNIS listed on Schedule VII and (b) any Subsidiary of FNIS designated by the board of directors of FNIS as an Unrestricted Subsidiary pursuant to Section 11 of Annex C to the Guaranty subsequent to the Closing Date (and continuing until such time that such designation may be thereafter revoked by FNIS).

"Unused Commitment Fee" has the meaning specified in Section 2.11.

"U.S. Dollars", "Dollars" and "\$" each means the lawful currency of the United States.

"U.S. Purchaser" has the meaning specified in Section 11.7(b).

"Welfare Plan" means a welfare plan, as defined in Section 3(1) of ERISA.

"Yield" means (a) for each Capital Investment made at the Applicable LIBO Rate, for any Yield Period:

$$\frac{AR \times C \times ED}{360} + LC$$

where:

AR = the Applicable LIBO Rate for such Capital Investment for such Yield Period;

C = the amount of such Capital Investment;

ED = the actual number of days elapsed during such Yield Period; and

LC = all Liquidation Costs, if any, for such Receivable Interest for such Yield Period; and

(b) for each Capital Investment made at the Applicable Base Rate for any period of time:

$$\frac{AR \times C \times ED}{365} \quad \text{or} \quad \frac{AR \times C \times ED}{366}$$

where:

- AR = the Applicable Base Rate from time to time;
- C = the amount of such Capital Investment; and
- ED = the actual number of days elapsed;

provided, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by applicable law; provided, further, that Yield for any Capital Investment shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.

“Yield and Fee Reserve” means, as of any date of determination an amount in U.S. Dollars equal to the sum of (A) the Servicer Fee accrued and unpaid through such date, (B) the aggregate Yield, Unused Commitment Fee and Agent’s Fee accrued and unpaid through such date and (C) the aggregate of any other Obligations then accrued and owing hereunder by the Seller to the Purchasers or the Agent.

“Yield Payment Date” means, (a) as to any Capital Investment other than a Capital Investment made at the Base Rate, the last day of each Yield Period applicable to such Capital Investment and the Termination Date; provided that if any Yield Period for a Capital Investment made at the LIBO Rate exceeds three months, the respective dates that fall every three months after the beginning of such Yield Period shall also be Yield Payment Dates; and (b) as to any Capital Investment made at the Base Rate, the last Business Day of each March, June, September and December and the Termination Date. Upon the occurrence and during the continuance of a Triggering Event or an Event of Termination, accrued and unpaid Yield shall be due and payable on the last Business Day of each month.

“Yield Period” means, in the case of any Capital Investment made at the LIBO Rate, (a) initially, the period commencing on the date such Capital Investment is made or on the date of conversion of a Capital Investment made at the Base Rate to a Capital Investment made at the LIBO Rate and ending one, two, three or six months thereafter, or to the extent available (as determined by each relevant Purchaser) to all relevant Purchasers, nine or twelve months thereafter, as selected by the Seller in its Notice of Purchase and (b) thereafter, if such Capital Investment is continued, in whole or in part, as a Capital Investment made at the LIBO Rate, a period commencing on the last day of the immediately preceding Yield Period therefor and ending one, two, three or six months thereafter, or to the extent available (as determined by each relevant Purchaser) to all relevant Purchasers, nine or twelve months thereafter, as selected by the Seller in its Notice of Conversion or Continuation given to the Agent; provided, however, that all of the foregoing provisions relating to Yield Periods in respect of Capital Investment made at the LIBO Rates are subject to the following:

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

(b) any Yield 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 Yield Period) shall end on the last Business Day of a calendar month;

(c) the Seller may not select any Yield Period that ends after the Commitment Termination Date; and

(d) there shall be outstanding at any one time no more than five Yield Periods in the aggregate.

Section 1.2 Other Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, except as otherwise specifically prescribed herein.

(b) Except where the context requires otherwise, the definitions in Section 1.1 shall apply equally to 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. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Unless otherwise stated, references to Sections, Articles, Schedules and Exhibits made herein are to Sections, Articles, Schedules or Exhibits, as the case may be, of this Agreement. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words in a visible form. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of such Person.

(c) All terms used in Article 9 of the UCC in the State of New York and not specifically defined herein are used herein as defined in such Article 9.

Section 1.3 Computation of Time Periods.

Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” each means “to but excluding” and the word “through” means “through and including”.

ARTICLE II

AMOUNTS AND TERMS OF THE PURCHASES

Section 2.1 Commitment.

On the terms and conditions herein set forth, each Purchaser severally agrees to make Purchases (i) on the Closing Date and from time to time thereafter on any Business Day during the period from the Closing Date to the Termination Date and (ii) in an aggregate amount for such Purchaser not to exceed at any time outstanding such Purchaser’s Commitment; provided, however, that no Purchaser shall be obligated to make any Purchase to the extent that, after giving effect to such Purchase, (x) the Capital then outstanding would exceed the Maximum Capital or (y) such Purchaser’s Capital Investment would

exceed such Purchaser's Commitment. Purchases shall be made by the Purchasers simultaneously and ratably in accordance with their respective Commitments.

Section 2.2 Making Purchases.

(a) Each Purchase of a Receivable Interest by the Purchasers shall be made on notice from the Seller to the Agent, given not later than (i) 1:00 P.M. (New York time) on the third Business Day before the date of such Purchase in the case of the Purchase of any Receivable Interest initially bearing Yield at the Applicable LIBO Rate and (ii) 12:00 P.M. (New York time) on the Business Day of such Purchase in the case of the Purchase of any Receivable Interest initially bearing Yield at the Applicable Base Rate. Each such notice of a proposed Purchase of a Receivable Interest (a "**Notice of Purchase**") shall be by telephone (confirmed promptly thereafter in writing), facsimile or by electronic mail (or similar means), in substantially the form of Exhibit F hereto, and shall specify the requested aggregate amount of such Purchase to be paid to the Seller and the requested Business Day of such Purchase. Each Purchase of any Receivable Interest under this Section 2.2 shall be in an aggregate amount which is an integral multiple of \$1,000,000 and which is not less than the lesser of \$5,000,000 and the remaining available balance of the Commitments.

(b) The Agent shall give each Purchaser prompt notice of such Notice of Purchase, the date of such Purchase, and the amount of such Purchaser's Capital Investment in connection with such Purchase, by telephone or telefax. On the date of such Purchase, each Purchaser shall, upon satisfaction of the applicable conditions set forth in Section 3.2, make available to the Agent its Ratable Portion of the aggregate amount of such Purchase by deposit of such Ratable Portion in same day funds to the Agent's Office not later than 1:00 P.M. (New York time) on the Business Day specified in the applicable Notice of Purchase, and, after receipt by the Agent of such funds, the Agent shall cause such funds to be made immediately available to the Seller at the Seller's Account.

(c) Each Notice of Purchase delivered pursuant to Section 2.2(a) shall be irrevocable and binding on the Seller.

(d) Unless the Agent shall have received notice from a Purchaser prior to the date of any Purchase that such Purchaser will not make available to the Agent such Purchaser's Ratable Portion of such Purchase, the Agent may assume that such Purchaser has made such Ratable Portion available to the Agent on the date of such Purchase in accordance with Section 2.2(b), and the Agent may, in reliance upon such assumption, make available to the Seller on such date a corresponding amount. However, if the Agent has received such notice from such Purchaser, the Agent may not make such assumption and may not make available to the Seller on such date such corresponding amount. If and to the extent that such Purchaser (other than a Purchaser that has delivered to the Agent a notice of the type described in the two immediately preceding sentences) shall not have made such Ratable Portion available to the Agent and the Agent has made such Ratable Portion available to the Seller, such Purchaser and the Seller severally agree to pay (to the extent not repaid by the Seller or such Purchaser, respectively) to the Agent promptly on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Seller until the date such amount is repaid to the Agent, at (i) in the case of the Seller, the Yield applicable to such amount and (ii) in the case of such Purchaser, the Federal Funds Rate. If such Purchaser shall repay to the Agent such corresponding amount, such amount so repaid shall constitute such Purchaser's Ratable Portion of such Purchase for purposes of this Agreement.

(e) The failure of any Purchaser to make available such Purchaser's Ratable Portion of any Purchase shall not relieve any other Purchaser of its obligation, if any, hereunder to make available such other Purchaser's Ratable Portion of such Purchase on the date of such Purchase, but no Purchaser

shall be responsible for the failure of any other Purchaser to make available such other Purchaser's Ratable Portion of such Purchase on the date of any Purchase. Nothing herein shall prejudice any rights that the Seller may have against any Purchaser as a result of any default by such Purchaser hereunder.

Section 2.3 Repurchase of Receivables.

(a) On the Termination Date, the Seller irrevocably and unconditionally agrees that it shall automatically, without demand or notice or any other action by any Person, repurchase all Receivables from the Purchasers (its "Termination Repurchase Obligation") for a purchase price equal to the aggregate outstanding Capital at such time (regardless of the Outstanding Balance thereof at such time) plus all accrued Yield then due and payable.

(b) In the event that the Seller gives notice to the Agent that it intends to effectuate a Guaranty Protection Termination pursuant to Section 7.03(d) of the Receivables Sale Agreement with respect to an Originator, the Agent shall give notice to that effect to the Purchasers specifying the Guaranty Protection Termination Date, which shall be a date not earlier than three Business Days after the date on which the Seller's notice is received by the Agent. On the Guaranty Protection Termination Date, the Seller shall repurchase from the Purchasers (its "Guaranty Protection Repurchase Obligation"), and the Purchasers shall sell to the Seller, all Receivable Interests of the Purchasers in the Pool Receivables generated by such Originator with respect to which Collections shall not yet have been received in any Restricted Account (other than any Lock-Box Account) prior to the Guaranty Protection Termination Date for a purchase price equal to the Repurchase Amount. The Repurchase Amount shall be subject to Section 2.12(d) and accompanied by accrued and unpaid Yield on such Repurchase Amount to but excluding the Guaranty Protection Termination Date. Upon the repurchase of such Receivable Interests by the Seller pursuant to this Section 2.3(b), all Receivables generated by the applicable Originator shall cease to be Pool Receivables. Should the Purchasers receive any Collections on any such repurchased Receivable Interests, the Purchasers shall promptly remit such Collections to the Seller.

(c) Each Purchaser acknowledges and agrees to the provisions set forth in this Section 2.3.

Section 2.4 Termination or Reduction of the Commitments; Voluntary Reductions of Capital.

(a) The Seller may, upon at least three Business Days' notice to the Agent, and so long as, after giving effect to a proposed reduction, no Event of Termination or Potential Event of Termination, would exist, terminate in whole or reduce in part, the unused portions of the Commitments of the Purchasers; provided, however, that for purposes of this Section 2.4, the unused portions of the Commitments of the Purchasers shall be computed as (a) the Total Commitments immediately prior to giving effect to such termination or reduction less (b) the outstanding Capital at the time of such computation; provided, further, that each such partial reduction of the unused portions of the Commitments (x) shall be in an amount equal to at least \$5,000,000 and shall be an integral multiple of \$1,000,000 in excess thereof, (y) shall be made ratably among the Purchasers' Commitments according to each Purchaser's Ratable Portion and (z) shall reduce the Total Commitments in an amount equal to each such reduction.

(b) The Seller may, upon at least three Business Days' notice to the Agent or upon one Business Day's notice to the Agent in the case of reductions in outstanding Capital bearing Yield solely at the Applicable Base Rate, reduce the outstanding Capital in whole or in part; provided that each such partial reduction of Capital shall be in a minimum amount of \$5,000,000 and an integral multiple of \$1,000,000.

Section 2.5 Receivable Interest.

(a) On the date of Purchase of any Receivable Interest and on any Guaranty Protection Termination Date, such Receivable Interest shall be initially computed, after giving effect to such Purchase or repurchase pursuant to any Guaranty Protection Repurchase Obligation, as applicable, as of the close of business of the Servicer on such date. Thereafter until the later of the Termination Date or the date on which Capital is reduced to zero, such Receivable Interest shall be automatically recomputed as of the close of business of the Servicer on each day.

(b) Such Receivable Interest shall remain constant from the time as of which any such computation or recomputation is made until the time as of which the next such recomputation, if any, shall be made.

(c) Such Receivable Interest shall become zero at such time as the Purchasers of such Receivable Interest shall have received the accrued Yield for such Receivable Interest, shall have recovered the Capital Investment of such Receivable Interest, and shall have received payment of all other amounts then payable by the Seller to such Purchasers, and the Servicer shall have received the accrued the Servicer Fee for such Receivable Interest.

Section 2.6 Ordinary Settlement Procedures.

(a) On the second Business Day of each week (other than a Liquidation Day or a day on which a Triggering Event exists), or more frequently if desired by the Servicer or required by the Seller, the Servicer shall, out of Collections of Pool Receivables received by the last Business Day of the week immediately preceding such day (or as of a more current date if desired by the Servicer or required by the Seller):

(i) first, to the extent then due and payable, pay to the Servicer (if the Servicer is not an Originator or an Affiliate of an Originator) or the Agent and the Purchasers, as applicable, an amount in U.S. Dollars equal to the Servicer Fee, the Yield, the Unused Commitment Fee, the Agent's Fee and any other Obligations of the Seller;

(ii) second, if (A) such day is the second Business Day of the week following the week in which a Seller Report is or is required to be delivered, (B) a Shortfall Condition exists as of the last day of the period covered by such Seller Report, and (C) the Agent does not receive an updated Seller Report demonstrating that a Shortfall Condition does not exist on such second Business Day, distribute to the Agent for the account of the Purchasers an amount in U.S. Dollars equal to that amount, if any, which would be required to reduce Capital so that the aggregate Receivable Interests would not, after giving effect to such application and the Collections of Pool Receivables and the addition of new Pool Receivables on such day and the resulting automatic recomputation of such Receivable Interests pursuant to Section 2.5 as of the end of such day, exceed 100%; provided that (x) the Agent shall apply such amount, first, to reduce all Capital Investments as to which Yield is determined on the basis of the Base Rate and (y) second, to reduce all Capital Investments as to which Yield is determined on the basis of the LIBO Rate; provided that in lieu of immediately reducing the Capital Investments as to which Yield is determined on the basis of the LIBO Rate, the Agent, at the direction of the Seller, may transfer such amount to the Cash Assets Account and such amount shall be deemed to reduce Capital by the amount so held pending application thereof to reduce Capital Investments as to which Yield is calculated on the basis of the LIBO Rate on the last day of each Yield Period applicable thereto (occurring in chronological order);

provided, further, however, that if the Agent subsequently receives a request from the Servicer or the Seller for a withdrawal of all or a portion of such amounts that are then held in the Cash Assets Account and a Seller Report demonstrating that a Shortfall Condition, after giving effect to such requested withdrawal, does not exist, then the Agent shall release such amounts to the Servicer for further application under this Section 2.6(a);

(iii) third, distribute to the Agent for the account of the Purchasers of each Receivable Interest an amount in U.S. Dollars equal to that amount, if any, then required to be applied to reduce the Capital Investment of such Receivable Interest pursuant to the notice of the Seller delivered under Section 2.4(b);

(iv) fourth, distribute to the Agent for deposit into the Cash Assets Account such amount as the Seller, at its option, has specified to the Agent, which amount shall be deemed to reduce Capital by a corresponding amount; provided, however, that if the Agent subsequently receives a request from the Servicer for a withdrawal of all or a portion of such amounts that are then held in the Cash Assets Account and a Seller Report demonstrating that a Shortfall Condition, after giving effect to such requested withdrawal, does not exist, then the Agent shall release such amounts to the Servicer for further application under this Section 2.6(a).

(v) fifth, to the extent then due and payable, distribute to the Servicer (if the Servicer is an Originator or an Affiliate of an Originator) the accrued Servicer Fee; and

(vi) sixth, reinvest the remainder of such Collections, for the benefit of the Purchasers, which reinvestment shall result in (x) an automatic recomputation of the undivided percentage interest represented by such Receivable Interest pursuant to Section 2.5 as of the end of such day and (y) the payment of such remainder to the Seller; provided, however, that to the extent the Agent or any Purchaser shall be required for any reason to pay over any amount representing Collections which have been previously reinvested for the benefit of such Purchaser pursuant hereto, such amount shall be deemed not to have been so reinvested but rather to have been retained by the Seller and paid over for the account of such Purchaser and, notwithstanding any provision herein to the contrary, such Purchaser shall have a claim for such amount;

provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any amounts described in any of clauses first, second, third, fourth and fifth above, the available funds being applied with respect to any such amounts (unless otherwise specified in such clause) shall be allocated to the payment of the amounts referred to in such clause ratably, based on the proportion of the Servicer's, the Agent's or the Purchasers' interest in the aggregate outstanding amounts described in such clause.

(b) Notwithstanding anything to the contrary in any Transaction Document (but subject to Section 2.7 and Section 2.8), all amounts in the Concentration Account shall be automatically transferred to the Seller's Account, and payments and distributions by the Servicer pursuant to Section 2.6(a) shall be made from funds so transferred to the Seller's Account.

Section 2.7 Triggering Event Settlement Procedures.

(a) On each Business Day (other than a Liquidation Day) on which a Triggering Event exists, the Agent (and not the Servicer) shall, out of Collections of Pool Receivables received on such Business Day:

(i) first, to the extent then due and payable, pay to the Servicer (if the Servicer is not an Originator or an Affiliate of an Originator), the Agent and the Purchasers, as applicable, an amount in U.S. Dollars equal to the Servicer Fee, the Yield, the Unused Commitment Fee, the Agent's Fee and any other Obligations of the Seller;

(ii) second, if (A) such day is the second Business Day following the date on which a Seller Report is or is required to be delivered, (B) a Shortfall Condition exists as of the last day of the period covered by such Seller Report, and (C) the Agent does not receive an updated Seller Report demonstrating that a Shortfall Condition does not exist on such second Business Day, distribute to the Agent for the account of the Purchasers an amount in U.S. Dollars equal to that amount, if any, which would be required to reduce Capital so that the aggregate Receivable Interests would not, after giving effect to such application and the Collections of Pool Receivables and the addition of new Pool Receivables on such day and the resulting automatic recomputation of such Receivable Interests pursuant to Section 2.5 as of the end of such day, exceed 100%; provided that (x) the Agent shall apply such amount, first, to reduce all Capital Investments as to which Yield is determined on the basis of the Base Rate and (y) second, to reduce all Capital Investments as to which Yield is determined on the basis of the LIBO Rate; provided that in lieu of immediately reducing the Capital Investments as to which Yield is determined on the basis of the LIBO Rate, the Agent, at the direction of the Seller, may transfer such amount to the Cash Assets Account and such amount shall be deemed to reduce Capital by the amount so held pending application thereof to reduce Capital Investments as to which Yield is calculated on the basis of the LIBO Rate on the last day of each Yield Period applicable thereto (occurring in chronological order); provided, further, however, that if the Agent subsequently receives a request from the Servicer or the Seller for a withdrawal of all or a portion of such amounts that are then held in the Cash Assets Account and a Seller Report demonstrating that a Shortfall Condition does not exist and certifying that either (x) the conditions to an Investment Event would be satisfied or (y) a Triggering Event ceases to exist, in each case after giving effect to such requested withdrawal, then the Agent shall release such amounts for further application under this Section 2.7(a);

(iii) third, distribute to the Purchasers of each Receivable Interest an amount in U.S. Dollars equal to that amount, if any, then required to be applied to reduce the Capital Investment of such Receivable Interest pursuant to the notice of the Seller delivered under Section 2.4(b);

(iv) fourth, deposit into the Cash Assets Account such amount as the Seller, at its option, has specified to the Agent, which amount shall be deemed to reduce Capital by a corresponding amount; provided, however, that if the Agent subsequently receives a request from the Servicer or the Seller for a withdrawal of all or a portion of such amounts that are then held in the Cash Assets Account and a Seller Report demonstrating that a Shortfall Condition does not exist and certifying that either (x) the conditions to an Investment Event would be satisfied or (y) a Triggering Event ceases to exist, in each

case after giving effect to such requested withdrawal, then the Agent shall release such amounts for further application under this Section 2.7(a);

(v) fifth, to the extent then due and payable, distribute to the Servicer (if the Servicer is an Originator or an Affiliate of an Originator) the accrued Servicer Fee; and

(vi) sixth, reinvest the remainder of such Collections, for the benefit of the Purchasers, which reinvestment shall result in (x) the automatic recomputation of the undivided percentage interest represented by such Receivable Interest pursuant to Section 2.5 as of the end of such day and (y) the payment of such remainder to the Seller; provided, however, that (A) to the extent the Agent or any Purchaser shall be required for any reason to pay over any amount representing Collections which have been previously reinvested for the benefit of such Purchaser pursuant hereto, such amount shall be deemed not to have been so reinvested but rather to have been retained by the Seller and paid over for the account of such Purchaser and, notwithstanding any provision herein to the contrary, such Purchaser shall have a claim for such amount and (B) either (I) if a Liquidity Threshold Event has occurred and is continuing on any such day or (II) if the conditions to an Investment Event would not be satisfied on such day, such reinvestment and payment shall not be made and instead such remainder shall be applied to reduce all Capital Investments as follows: (1) first, to reduce all Capital Investments as to which Yield is determined on the basis of the Base Rate and (2) second, to reduce all Capital Investments as to which Yield is determined on the basis of the LIBO Rate; provided that in lieu of immediately reducing the Capital Investments as to which Yield is determined on the basis of the LIBO Rate, the Agent, at the direction of the Seller, may transfer such amount to the Cash Assets Account and such amount shall be deemed to reduce Capital by the amount so held pending application thereof to reduce Capital Investments as to which Yield is calculated on the basis of the LIBO Rate on the last day of each Yield Period applicable thereto (occurring in chronological order); provided, further, however, that if the Agent subsequently receives a request from the Servicer or the Seller for a withdrawal of all or a portion of such amounts that are then held in the Cash Assets Account and either (I) the Agent receives a Seller Report demonstrating that a Shortfall Condition does not exist and certifying that either the conditions to an Investment Event would be satisfied or a Triggering Event does not exist, in each case after giving effect to such requested withdrawal, or (II) the aggregate Capital is zero, then the Agent shall release such amounts for reinvestment and payment to the Seller;

provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any amounts described in any of clauses first, second, third, fourth and fifth above, the available funds being applied with respect to any such amounts (unless otherwise specified in such clause) shall be allocated to the payment of the amounts referred to in such clause ratably, based on the proportion of the Servicer's, the Agent's or the Purchasers' interest in the aggregate outstanding amounts described in such clause.

(b) On each Business Day during which a Triggering Event exists (other than on a Liquidation Day), all amounts in the Concentration Account shall be automatically transferred to the Agent's Account, and payments and distributions by the Agent pursuant to Section 2.7(a) shall be made from funds in the Agent's Account.

Section 2.8 Liquidation Settlement Procedures.

On each Liquidation Day, the Agent shall transfer to the Agent's Account the Collections of Pool Receivables received on such day, and the Agent shall apply such Collections, and all amounts held in the Cash Assets Account, as follows:

- (i) first, to pay Obligations of the Seller to the Agent under any Transaction Document in respect of any expense reimbursements, Cash Management Obligations or indemnities then due to the Agent;
- (ii) second, to pay Obligations of the Seller to the Purchasers under any Transaction Document in respect of any expense reimbursements or indemnities then due to such Persons;
- (iii) third, to the extent then due and payable, to the Servicer (if the Servicer is not an Originator or an Affiliate of an Originator) in payment of the accrued Servicer Fee then due and payable, and to the Purchasers in payment of the accrued Unused Commitment Fees;
- (iv) fourth, to the Purchasers in payment of the accrued Yield then due and payable;
- (v) fifth, to the Purchasers (A) in satisfaction of the Termination Repurchase Obligations and (B) in reduction (to zero) of the Capital Investments in respect of each Receivable Interest;
- (vi) sixth, to the Purchasers or the Agent in ratable payment of any other Obligations owed by the Seller hereunder or under any other Transaction Document (except for the Servicer Fee);
- (vii) seventh, to the extent then due and payable, to the Servicer (if the Servicer is an Originator or an Affiliate of an Originator) in payment of the accrued Servicer Fee; and
- (viii) to the extent of any remainder, to the Seller;

provided, however, that if sufficient funds are not available to fund all payments to be made in respect of any amounts described in any of clauses first, second, third, fourth, fifth, sixth and seventh above, the available funds being applied with respect to any such amounts (unless otherwise specified in such clause) shall be allocated to the payment of the amounts referred to in such clause ratably, based on the proportion of the Servicer's, the Agent's or the Purchasers' interest in the aggregate outstanding amounts described in such clause.

Section 2.9 General Settlement Procedures.

(a) Except as set forth in clauses (b) and (c) below or as otherwise required by law or the underlying Contract, all Collections received from an Obligor of any Pool Receivable shall be applied to Pool Receivables then outstanding of such Obligor in the order of the age of such Pool Receivables, starting with the oldest such Pool Receivable, except if payment is designated by such Obligor for application to specific Pool Receivables.

(b) If, on any day, the Outstanding Balance of a Pool Receivable is either (x) reduced as a result of any defective, rejected or returned goods or services, any discount, or any adjustment by the Seller or any Originator, or (y) reduced or cancelled as a result of a setoff in respect of any claim by the Obligor thereof against the Seller or any Originator (whether such claim arises out of the same or a related transaction or an unrelated transaction), and if after giving effect to such reduction or cancellation a Shortfall Condition exists, the Seller shall be deemed to have received on such day a Collection of such Receivable in the amount of such reduction or cancellation and shall make the payment required to be made by it in connection with such Collection on the day required by, and otherwise pursuant to, Section 5.1(i).

(c) If on any day (x) any of the representations or warranties in Section 4.1(h) is no longer true with respect to any Pool Receivable or (y) it is discovered that any Receivable that was included in the Net Receivables Pool Balance as an Eligible Receivable was not an Eligible Receivable at the time of such inclusion, and if after giving effect to such breach or discovery a Shortfall Condition exists, the Seller shall be deemed to have received on such day a Collection in full of such Pool Receivable and shall make the payment required to be made by it in connection with such Collection on the day required by, and otherwise pursuant to, Section 5.1(i).

Section 2.10 Payments and Computations, Etc.

(a) All amounts to be paid or deposited by the Seller or the Servicer hereunder (including any Repurchase Amount) shall be paid or deposited in accordance with the terms hereof no later than 1:00 P.M. (New York time) on the day when due in U.S. Dollars in same day funds to the Agent's Office. The Servicer or the Agent, as applicable, shall promptly thereafter (but in any event, no later than 4:00 P.M. (New York time) on such day) cause to be distributed (i) like funds relating to the payment out of Collections in respect of Capital, Yield, the Servicer Fee or other Obligations payable out of Collections, to the Purchasers (according to each Purchaser's Ratable Portion) and the Servicer in accordance with the provisions of Section 2.6, 2.7, or 2.8, as applicable and (ii) like funds relating to the payment by the Seller of other Obligations payable by the Seller hereunder, to the parties hereto for whose benefit such funds were paid (and if such funds are insufficient, such distribution shall be made, subject to Section 2.6, 2.7 or 2.8, as applicable, ratably in accordance with the respective amounts thereof), it being understood and agreed that (subject to Section 2.7 and Section 2.8) all like funds remaining thereafter (if any) shall be deposited in the Seller's Account as payment to the Seller in accordance with Section 2.6(a)(vi)(y). Upon the Agent's acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.2, from and after the effective date specified in such Assignment and Acceptance, the Agent shall make all payments hereunder in respect of the interest assigned thereby to the Assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Seller shall, to the extent permitted by law, pay to the Agent interest on all amounts not paid or deposited when due hereunder (except for those amounts with respect to which Yield accrues) at 2.00% per annum above the Base Rate in effect from time to time, payable on demand, provided, however, that such interest rate shall not at any time exceed the maximum rate permitted by applicable law. Such interest shall be for the account of, and distributed by the Agent to, the applicable Purchasers ratably in accordance with their respective interests in such overdue amount.

(c) All computations of interest and all computations of Yield based on the Applicable LIBO Rate, all Unused Commitment Fee and all other per annum fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed. All computations of Yield based on the Applicable Base Rate shall be made on the

basis of a year of 365 or 366 days, as applicable, for the actual number of days (including the first but excluding the last day) elapsed.

(d) Unless the Agent shall have received notice from the Servicer or the Seller prior to the date on which any payment is due to the Purchasers hereunder that the Servicer or the Seller, as the case may be, will not make such payment in full, the Agent may assume that the Servicer or the Seller, as the case may be, has made such payment in full to the Agent on such date and the Agent may, in reliance upon such assumption, cause to be distributed to each Purchaser on such due date an amount equal to the amount then due such Purchaser. If and to the extent the Servicer or the Seller, as the case may be, shall not have so made such payment in full to the Agent, each Purchaser shall repay to the Agent promptly on demand such amount distributed to such Purchaser together with interest thereon, for each day from the date such amount is distributed to such Purchaser until the date such Purchaser repays such amount to the Agent, at the Federal Funds Rate.

Section 2.11 Yield and Fees.

(a) All Capital Investments and the outstanding amount of all other Obligations hereunder shall bear a Yield, in the case of Capital Investments, on the amount thereof from the date such Capital Investments are made and, in the case of such other Obligations, from the date such other Obligations are due and payable until, in all cases, paid in full, at the Applicable Yield. Accrued Yield shall be payable on each Yield Payment Date.

(b) The Seller shall pay to the Agent such fees as are set forth in the Fee Letter.

(c) The Seller shall pay to the Agent for remittance to the Servicer a fee (the "Servicer Fee") of 0.50% per annum on the average daily balance of Collections of the Pool Receivables for the most recently completed quarter, from the date of the initial Purchase hereunder until the later of the Termination Date or the date on which Capital is reduced to zero, payable in arrears on the applicable Payment Date; provided, however, that, if at any time, the Servicer is not an Originator or an Affiliate of an Originator, the Servicer shall be paid, as such fee, the greater of (i) such amount and (ii) 120% of its reasonable out-of-pocket costs and expenses incurred by it in servicing, administering and collecting the Pool Receivables; and, provided further, that such fee shall be payable only from Collections pursuant to, and subject to the priority of payment set forth in, Sections 2.6, 2.7 and 2.8.

(d) The Seller agrees to pay to each Purchaser an unused commitment fee on the actual daily amount by which the Commitment of such Purchaser exceeds such Purchaser's Capital Investments (the "Unused Commitment Fee") from the date hereof through the Termination Date at the rate of 1.00% per annum, payable in arrears on the applicable Payment Date.

Section 2.12 Special Provisions Governing Capital Investments at the Applicable LIBO Rate.

(a) **Increased Costs and Reduced Returns.** If any Purchaser determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the date hereof, or such Purchaser's compliance therewith, there shall be any increase in the cost to such Purchaser of agreeing to make or making, funding or maintaining LIBO Rate Capital Investments, or a reduction in the amount received or receivable by such Purchaser in connection with any of the foregoing (excluding for purposes of this Section 2.12 any such increased costs or reduction in amount resulting from (i) Taxes or Other Taxes (as to which Section 2.14 shall govern), (ii) changes in the basis of taxation of overall net income or overall gross income (including branch profits), and franchise (and similar) taxes imposed in lieu of net income taxes, by the United States or any foreign jurisdiction or any political

subdivision of either thereof under the Laws of which such Purchaser is organized, is doing business or maintains a lending office and (iii) reserve requirements contemplated by Section 2.12(e), then from time to time within 30 days following written demand of such Purchaser setting forth in reasonable detail such increased costs (with a copy of such demand to the Agent given in accordance with Section 2.17), the Seller shall pay to such Purchaser such additional amounts as will compensate such Purchaser for such increased cost or reduction).

(b) **Inability to Determine Rates.** If the Required Purchasers determine that for any reason adequate and reasonable means do not exist for determining the LIBO Rate for any requested Yield Period with respect to a proposed LIBO Rate Capital Investment, or that the LIBO Rate for any requested Yield Period with respect to a proposed LIBO Rate Capital Investment does not adequately and fairly reflect the cost to such Purchasers of funding such Capital Investment, or that deposits are not being offered to banks in the applicable offshore interbank market for such currency for the applicable amount and Yield Period of such LIBO Rate Capital Investment, the Agent will promptly so notify the Seller and each Purchaser. Thereafter, the obligation of the Purchasers to make or maintain LIBO Rate Capital Investments shall be suspended until the Agent (upon the instruction of the Required Purchasers) revokes such notice. Upon receipt of such notice, the Seller may revoke any pending request for a Capital Investment or conversion to or continuation of LIBO Rate Capital Investments or, failing that, will be deemed to have converted such request into a request for a Base Rate Capital Investment in the amount specified therein.

(c) **Illegality.** If any Purchaser determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Purchaser to make, maintain or fund LIBO Rate Capital Investments, or to determine or charge interest rates based upon the Applicable LIBO Rate, then, on notice thereof by such Purchaser to the Seller through the Agent, any obligation of such Purchaser to make or continue LIBO Rate Capital Investments or to convert Base Rate Capital Investments to LIBO Rate Capital Investments, shall be suspended until such Purchaser notifies the Agent and the Seller that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Seller shall, upon demand from such Purchaser (with a copy to the Agent), prepay or convert all LIBO Rate Capital Investments of such Purchaser to Base Rate Capital Investments, either on the last day of the Yield Period thereof, if such Purchaser may lawfully continue to maintain such LIBO Rate Capital Investments to such day, or immediately, if such Purchaser may not lawfully continue to maintain such LIBO Rate Capital Investments. Upon any such prepayment or conversion, the Seller shall also pay accrued Yield on the amount so prepaid or converted.

(d) **Funding Losses.** Upon demand of any Purchaser (with a copy to the Agent), the Seller shall promptly compensate such Purchaser for and hold such Purchaser harmless from any loss, cost or expense incurred as follows (collectively, "**Liquidation Cost**"):

- (i) if a proposed Capital Investment, conversion into Capital Investments at the Applicable LIBO Rate or Continuation does not occur on a date specified therefor in a Notice of Purchase given by the Seller or in a telephonic request by it for Purchase or a successive Yield Period does not commence after notice therefor is given hereunder;
- (ii) if for any reason any Capital Investment at the Applicable LIBO Rate is reduced (including mandatorily pursuant to Section 2.3(b), 2.7 or 2.8) on a date that is not the last day of the applicable Yield Period;
- (iii) as a consequence of a required conversion of a Capital Investment at the Applicable LIBO Rate to Capital Investment at the Applicable Base Rate as a result of any of the events indicated in Section 2.12(c) above; or

(iv) as a consequence of any failure by the Seller to reduce Capital Investment at the Applicable LIBO Rate when required by the terms hereof;

including any loss or expense arising from the liquidation or reemployment of funds obtained by such Purchaser to make such Capital Investment, any foreign exchange losses or from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract.

For purposes of calculating amounts payable by the Seller to any Purchaser under this Section 2.12(d), such Purchaser shall be deemed to have funded each LIBO Rate Capital Investment made by it at the Applicable LIBO Rate by a matching deposit or other borrowing in the offshore interbank market for such currency for a comparable amount and for a comparable period, whether or not such LIBO Rate Capital Investment was in fact so funded.

(e) Reserves on LIBO Rate Capital Investments.

(i) If any Purchaser is required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), the Seller shall pay to such Purchaser additional Yield on the outstanding amount of each LIBO Rate Capital Investment equal to the actual costs of such reserves allocated to such Capital Investment by such Purchaser (as determined by such Purchaser in good faith, which determination shall be conclusive in the absence of manifest error).

(ii) If any Purchaser is required to comply with any reserve ratio requirement or analogous requirement of any other Governmental Authority imposed in respect of the maintenance of the Commitments or the funding of the LIBO Rate Capital Investments, the Seller shall pay such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Capital Investment by such Purchaser (as determined by such Purchaser in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which Yield is payable on such Capital Investment.

Any Purchaser requesting payment from the Seller under Section 2.12(e)(i) or (ii) shall give the Seller at least 15 days' prior notice (with a copy to the Agent). If a Purchaser fails to give notice 15 days prior to the relevant Yield Payment Date, such additional Yield or cost shall be due and payable 15 days from receipt of such notice.

Section 2.13 Capital Adequacy.

If any Purchaser determines that the introduction of any Law regarding capital adequacy or any change therein or in the interpretation thereof, in each case after the date hereof, or compliance by such Purchaser therewith, has the effect of reducing the rate of return on the capital of such Purchaser or any Person controlling such Purchaser as a consequence of such Purchaser's obligations hereunder (taking into consideration such Purchaser's policies with respect to capital adequacy and desired return on capital), then from time to time within 30 days following written demand of such Purchaser setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Agent given in accordance with Section 2.17), the Seller shall pay to such Purchaser such additional amounts as will compensate such Purchaser for such reduction.

Section 2.14 Taxes.

(a) Except as provided in this Section 2.14, any and all payments by the Seller to or for the account of the Agent or any Purchaser under any Transaction Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities (including additions to tax, penalties and interest) with respect thereto, excluding, in the case of the Agent and each Purchaser, taxes imposed on or measured by its net income or overall gross income (including branch profits), and franchise (and similar) taxes imposed on it in lieu of net income taxes, by the jurisdiction (or any political subdivision thereof) under the Laws of which the Agent or such Purchaser, as the case may be, is organized, is (or was, during the relevant period) doing business or maintains a lending office, and all liabilities (including additions to tax, penalties and interest) with respect thereto (all such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "Taxes"). Notwithstanding anything to the contrary contained herein, any withholding tax imposed at any time on payments made by or on behalf of the Seller to any Purchaser hereunder or under any other Transaction Document shall be deemed to be Taxes hereunder so long as such Purchaser shall have complied with Section 11.7.

(b) If the Seller shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Transaction Document to the Agent or any Purchaser, (i) except to the extent provided in Sections 2.14(e) and 2.14(f) below, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.14), each of the Agent and such Purchaser receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Seller shall make such deductions, (iii) the Seller shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (iv) within 30 days after the date of such payment, the Seller shall furnish to the Agent or such Purchaser (as the case may be) the original or a certified copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Agent.

(c) The Seller also agrees to pay any and all present or future stamp, court or documentary taxes and any other excise, property, intangible or mortgage recording taxes or charges or similar levies which arise from any payment made under any Transaction Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Transaction Document (hereinafter referred to as "Other Taxes").

(d) The Seller agrees to indemnify the Agent and each Purchaser for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 2.14) paid by the Agent and such Purchaser, and (ii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided the Agent or such Purchaser, as the case may be, provides the Seller with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts. Payment under this Section 2.14(d) shall be made within 30 days after the date such Purchaser or the Agent makes a demand therefor.

(e) The Seller shall not be required pursuant to this Section 2.14 to pay any additional amount to, or to indemnify, any Purchaser or the Agent, as the case may be, to the extent that such Purchaser or the Agent becomes subject to Taxes subsequent to the Closing Date (or, if later, the date such Purchaser or the Agent becomes a party to this Agreement) as a result of a change in the place of organization of such Purchaser or the Agent, except to the extent that any such change is requested or

required in writing by the Seller (and provided that nothing in this clause (e) shall be construed as relieving the Seller from any obligation to make such payments or indemnification in the event of a change in place of organization that precedes a change in Law to the extent such Taxes result from a change in Law).

(f) If a Purchaser or the Agent is subject to United States withholding tax at a rate in excess of zero percent at the time such Purchaser or the Agent, as the case may be, first becomes a party to this Agreement, withholding tax at such rate shall be considered excluded from Taxes unless and until such Purchaser or the Agent, as the case may be, provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; provided that, if at the date of the Assignment and Acceptance pursuant to which a Purchaser becomes a party to this Agreement, the Purchaser assignor was entitled to payments under clause (a) of this Section 2.14 in respect of United States withholding tax with respect to Yield paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Purchaser assignee on such date.

(g) If any Purchaser or the Agent shall become aware that it is entitled to receive a refund in respect of amounts paid by the Seller pursuant to this Section 2.14, which refund in the good faith judgment of such Purchaser or the Agent is allocable to such payment, it shall promptly notify the Seller of the availability of such refund and shall, within 30 days after the receipt of a request from the Seller, apply for such refund; provided that in the sole reasonable judgment of the Purchaser or the Agent, applying for such refund would not be disadvantageous to it.

(h) If any Purchaser or the Agent receives a refund in respect of any Taxes or Other Taxes as to which indemnification or additional amounts have been paid to it by the Seller pursuant to this Section 2.14, it shall promptly remit such refund (including any interest included in such refund) to the Seller (to the extent that it determines that it can do so without prejudice to the retention of the refund), net of all out-of-pocket expenses of the Purchaser or the Agent, as the case may be; provided that the Seller, upon the request of the Purchaser or the Agent, as the case may be, agrees promptly to return such refund to such party in the event such party is required to repay such refund to the relevant taxing authority. Such Purchaser or the Agent, as the case may be, shall, at the Seller's request, provide the Seller with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority; provided that such Purchaser or the Agent may delete any information therein that such Purchaser or the Agent deems confidential.

(i) Nothing in this Section 2.14 shall interfere with the right of a Purchaser or the Agent to arrange its tax affairs in whatever manner it thinks fit nor oblige any Purchaser or the Agent to claim any tax refund or to disclose any information relating to its tax affairs or any computations in respect thereof or require any Purchaser or the Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

Section 2.15 Sharing of Payments, Etc.

If any Purchaser shall obtain any payment (whether voluntarily, involuntarily, through the exercise of any right of set-off or otherwise) on account of the Purchases made by it (other than with respect to payments due to such Purchaser pursuant to Section 2.12, 2.13 or 2.14) in excess of its Ratable Portion of payments on account of the Purchases obtained by all the Purchasers, such Purchaser shall forthwith purchase from the other Purchasers such interests in the Receivable Interests purchased by them as shall be necessary to cause such Purchaser to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such

Purchaser, such purchase from each other Purchaser shall be rescinded and such other Purchaser shall repay to the Purchaser the purchase price to the extent of such recovery together with an amount equal to such other Purchaser's Ratable Portion (according to the proportion of (a) the amount of such other Purchaser's required repayment to (b) the total amount so recovered from the Purchaser) of any interest or other amount paid or payable by the Purchaser in respect of the total amount so recovered. The Seller agrees that any Purchaser so purchasing an interest in Receivable Interests from another Purchaser pursuant to this Section 2.15 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such interest in Receivable Interests as fully as if such Purchaser were the direct creditor of the Seller in the amount of such interest in Receivable Interests.

Section 2.16 Conversion/Continuation Option.

(a) The Seller may elect (i) at any time on any Business Day, to convert Capital Investments bearing Yield at the Applicable Base Rate or any portion thereof to Capital Investments bearing Yield at the Applicable LIBO Rate and (ii) at the end of any applicable Yield Period, to convert Capital Investments bearing Yield at the Applicable LIBO Rate or any portion thereof into Capital Investments bearing Yield at the Applicable Base Rate or to continue such Capital Investments bearing Yield at the Applicable LIBO Rate or any portion thereof for an additional Yield Period; provided, however, that the aggregate amount of the Capital Investments bearing Yield at the Applicable LIBO Rate for each Yield Period must be in an amount of at least \$5,000,000 or an integral multiple of \$1,000,000 in excess thereof. Each Conversion or Continuation shall be allocated among the Capital Investments of each Purchaser in accordance with such Purchaser's Receivable Interest. Each such election shall be in substantially the form of Exhibit G (a "Notice of Conversion or Continuation") and shall be made by giving the Agent at least three Business Days' prior written notice specifying (A) the amount and type of Capital Investment being converted or continued, (B) in the case of a conversion to Capital Investments bearing Yield at the Applicable LIBO Rate or a Continuation, the applicable Yield Period and (C) in the case of a Conversion, the date of such Conversion.

(b) The Agent shall promptly notify each Purchaser of its receipt of a Notice of Conversion or Continuation and of the options selected therein. Notwithstanding the foregoing, no conversion in whole or in part of Capital Investments bearing Yield at the Applicable Base Rate to Capital Investments bearing Yield at the Applicable LIBO Rate and no Continuation upon the expiration of any applicable Yield Period shall be permitted at any time at which (i) an Event of Termination shall have occurred and be continuing or (ii) the continuation of, or conversion into, a Capital Investment bearing Yield at the Applicable LIBO Rate would violate any provision of Section 2.12. If, within the time period required under the terms of this Section 2.16, the Agent does not receive a Notice of Conversion or Continuation from the Seller containing a permitted election to continue any Capital Investments bearing Yield at the Applicable LIBO Rate for an additional Yield Period or to convert any such Capital Investments, then, upon the expiration of the applicable Yield Period, such Capital Investments shall, subject to Section 3.2, be automatically continued as Capital Investments bearing Yield at the Applicable LIBO Rate with a Yield Period of one month. Each Notice of Conversion or Continuation shall be irrevocable.

Section 2.17 Matters Applicable to All Requests for Compensation

(a) The Agent or any Purchaser claiming compensation under Section 2.12, 2.13 or 2.14 shall deliver a certificate to the Seller contemporaneously with the demand for payment setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of manifest error. In determining such amount, the Agent or such Purchaser may use any reasonable averaging and attribution methods.

(b) With respect to any Purchaser's claim for compensation under any of Sections 2.12 through Section 2.14, the Seller shall not be required to compensate such Purchaser for any amount incurred more than 180 days prior to the date that such Purchaser notifies the Seller of the event that gives rise to such claim; provided that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Purchaser requests compensation from the Seller under any of Sections 2.12(a), 2.12(e) or 2.13, the Seller may, by notice to such Purchaser (with a copy to the Agent), suspend the obligation of such Purchaser to make or continue from one Yield Period to another LIBO Rate Capital Investments, or to convert Base Rate Capital Investments into LIBO Rate Capital Investments, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 2.17(c) shall be applicable); provided that such suspension shall not affect the right of such Purchaser to receive the compensation so requested.

(c) If the obligation of any Purchaser to make or continue from one Yield Period to another any LIBO Rate Capital Investment (or to convert Base Rate Capital Investments into LIBO Rate Capital Investments) shall be suspended pursuant to Section 2.17(b) hereof, such Purchaser's LIBO Rate Capital Investments shall be automatically converted into Base Rate Capital Investments on the last day(s) of the then current Yield Period(s) for such LIBO Rate Capital Investments (or, in the case of an immediate conversion required by 2.12(c), on such earlier date as required by Law) and, unless and until such Purchaser gives notice as provided below that the circumstances specified in Sections 2.12 (other than clause (d) thereof) through Section 2.14 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Purchaser's LIBO Rate Capital Investments have been so converted, all payments and prepayments of Capital that would otherwise be applied to such Purchaser's LIBO Rate Capital Investment shall be applied instead to its Base Rate Capital Investments; and

(ii) all Capital Investments that would otherwise be made or continued from one Yield Period to another by such Purchaser as LIBO Rate Capital Investments shall be made or continued instead as Base Rate Capital Investments, and all Base Rate Capital Investments of such Purchaser that would otherwise be converted into LIBO Rate Capital Investments shall remain as Base Rate Capital Investments.

(d) If any Purchaser gives notice to the Seller (with a copy to the Agent) that the circumstances specified in any of Sections 2.12 (other than clause (d) thereof) through Section 2.14 that gave rise to the conversion of such Purchaser's LIBO Rate Capital Investments pursuant to this Section 2.17 no longer exist (which such Purchaser agrees to do promptly upon such circumstances ceasing to exist) at a time when LIBO Rate Capital Investments made by other Purchasers are outstanding, such Purchaser's Base Rate Capital Investments shall be automatically converted, on the first day(s) of the next succeeding Yield Period(s) for such outstanding LIBO Rate Capital Investments, to the extent necessary so that, after giving effect thereto, all Capital Investments held by the Purchasers holding LIBO Rate Capital Investments and by such Purchaser are held pro rata (as to Capital, Yield basis, and Yield Periods) in accordance with their respective Commitments.

(e) Each Purchaser agrees that (i) upon the occurrence of any event giving rise to the operation of 2.14(b) or (d) with respect to such Purchaser it will, if requested by the Seller, use commercially reasonable efforts (subject to such Purchaser's internal policies and any legal or regulatory restrictions) to avoid the consequences of such event.

Section 2.18 Replacement of Purchasers Under Certain Circumstances. (a) If at any time:

(i) the Seller becomes obligated to pay additional amounts or indemnity payments described in Section 2.12(a) or (e), Section 2.13 or Section 2.14, as a result of any condition described in such Sections or any Purchaser ceases to make LIBO Rate Capital Investments as a result of any condition described in Section 2.12(a), (c) or (e), Section 2.13 or Section 2.14, or

(ii) any Purchaser becomes a Defaulting Purchaser,

then the Seller may, on ten Business Days' prior written notice to the Agent and such Purchaser, either:

(1) replace such Purchaser by causing such Purchaser to (and such Purchaser shall be obligated to) assign 100% of its Commitments and Capital Investments plus any accrued and unpaid Yield and fees with respect thereto pursuant to Section 9.1(a) (with the assignment fee to be paid by the Seller unless waived by the Agent in such instance) all of its relevant rights and obligations under this Agreement to one or more Persons; provided that neither the Agent nor any Purchaser shall have any obligation to the Seller to find a replacement Purchaser or other such Person or

(2) terminate the Commitment of such Purchaser and repay all obligations of the Seller owing to such Purchaser relating to the Capital Investments held by such Purchaser as of such termination date.

(b) Any Purchaser being replaced pursuant to Section 2.18(a) above shall execute and deliver an Assignment and Acceptance with respect to such Purchaser's Commitment and outstanding Capital Investments.

(c) Pursuant to an Assignment and Acceptance arising by operation of Section 2.18(b), (i) the assignee Purchaser shall acquire all or a portion, as the case may be, of the assigning Purchaser's Commitment and outstanding Capital Investments, (ii) all obligations of the Seller owing to the assigning Purchaser relating to the Capital Investments so assigned shall be paid in full by the assignee Purchaser to such assigning Purchaser concurrently with the execution of such Assignment and Acceptance and (iii) upon such payment, the assignee Purchaser shall become a Purchaser hereunder and the assigning Purchaser shall cease to be a Purchaser hereunder with respect to such assigned Capital Investments and Commitments, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Purchaser.

(d) The Seller shall also be entitled to replace a Dissenting Purchaser in accordance with Section 11.1(b).

Section 2.19 Restricted Accounts; Investment of Amounts in the Cash Assets Account.

(a) The Lock Boxes and Lock-Box Accounts.

(i) The Seller, the Servicer and/or the Receivables Administrators have established on or prior to the Closing Date with each Lock-Box Bank one or more Lock-Box Accounts. The Seller, the Servicer and the Receivables Administrators agree that the Agent shall have control of each Lock-Box Account and all monies, instruments and other property from time to time on deposit therein pursuant to a Shifting Control Deposit Account Agreement.

(ii) On or prior to the Closing Date, the Seller, the Servicer and/or the Receivables Administrators shall have instructed all existing Obligors of Pool Receivables, and after the Closing Date shall instruct all future Obligors of such Pool Receivables, to make payments in respect thereof only (A) by check or money order mailed to one or more lock boxes (which may be at an address of the Seller, the Servicer and/or any Receivables Administrator) or post office boxes in the name of the Seller, the Servicer or any Receivables Administrator (each, a "Lock Box" and collectively the "Lock Boxes") or (B) by wire transfer or moneygram directly to a Lock-Box Account. Schedule J lists all Lock Boxes and all Lock-Box Banks at which the Seller, the Servicer or any Receivables Administrator maintains a Lock Box Account (subject to any updates to such Schedule made after the Closing Date by the Seller or the Servicer that are delivered to the Agent and the Purchasers (each, a "Permitted Account Update"), and such schedule correctly identifies (1) with respect to each such Lock Box Bank, the name, address and telephone number thereof, (2) with respect to each Lock-Box Account, the name in which such account is held and the complete account number therefor and (3) with respect to each Lock Box, the lock box number and address thereof. The Seller, the Servicer or a Receivables Administrator shall (i) endorse, to the extent necessary, all checks or other instruments received in any Lock Box with respect to Collections of Pool Receivables and deposit, in the form so received (with all necessary endorsements), such checks or other instruments into the Concentration Account no later than the second Business Day of the week immediately following the week of receipt thereof (or more frequently if desired by the Servicer or requested by the Seller), and until so deposited all such items or other proceeds shall be held in trust for the benefit of the Agent (and may be deposited in any Lock-Box Account pending transfer to the Concentration Account), and (ii) instruct each Lock-Box Bank to transfer, and the Seller, the Servicer and the Receivables Administrators hereby grant the Agent the authority to instruct each such Lock-Box Bank to transfer to the Concentration Account in same day funds, on the second Business Day of each week with respect to all funds on deposit in such Lock-Box Account as of the last Business Day of the immediately preceding week (or more frequently if desired by the Servicer or requested by the Seller), all funds contained in such Lock-Box Accounts with respect to Collections of Pool Receivables, and until so deposited all such items or other proceeds shall be held in trust for the benefit of the Agent. In addition, the Seller, the Servicer and/or the Receivables Administrators shall deposit or cause to be deposited into the Concentration Account (and may be deposited in any Lock-Box Account pending transfer to the Concentration Account) all cash, checks, money orders or other proceeds of Pool Receivables received by it other than in a Lock Box or a Lock-Box Account, in the form so received (with all necessary endorsements), not later than the close of business on the second Business Day of the week following the week of receipt thereof (or more frequently if desired by the Servicer or requested by the Seller), and until so deposited all such items or other proceeds shall be held in trust for the benefit of the Agent.

(iii) If, for any reason, a Control Agreement with respect to a Lock-Box Account terminates or any Lock-Box Bank fails to comply with its obligations under a Control Agreement to which it is a party, then the Seller, the Servicer and/or the Receivables Administrators shall promptly notify all Obligors of Pool Receivables who had previously been instructed to make wire payments to a Lock-Box Account maintained at such Lock-Box Bank to make all future payments directly to a new Lock-Box Account in accordance with this Section 2.19(a)(iii). Neither the Seller, the Servicer nor any Receivables Administrator shall close any such Lock-Box Account unless it shall have (A) received the prior written consent of the Agent (not to be unreasonably

withheld), (B) established a new account with a new depository institution satisfactory to the Agent in its reasonable discretion, (C) entered into a Shifting Control Deposit Account Agreement covering such new account with such new depository institution in a form that is satisfactory in all respects to the Agent in its reasonable discretion (whereupon, for all purposes of this Agreement, such new account shall become a Lock-Box Account and any new depository institution shall become a Lock-Box Bank) and (D) taken all such action as the Agent shall require to grant and perfect a first priority Lien (subject only to Permitted Liens) in such new Lock-Box Account in favor of the Agent. Except as permitted by this Section 2.19(a), neither the Seller, the Servicer nor any Receivables Administrator shall open any new Lock Box or Lock-Box Account without the prior written notice to the Agent (and compliance with all applicable account control requirements of the Transaction Documents, including, without limitation, Section 5.6(e) hereof).

(iv) The Agent hereby agrees that until such time as it instructs a Lock-Box Bank otherwise, the Seller, the Servicer or the relevant Receivables Administrator shall have the right to give instructions for the withdrawal, transfer or payment of funds on deposit in the Lock-Box Accounts; provided, that no instructions shall be given with respect to Collections of Pool Receivables other than directing the deposit of such funds into the Concentration Account.

(b) Concentration Account.

(i) On or prior to the Closing Date, the Seller shall have established and shall maintain the Concentration Account with JPMCB. The Concentration Account shall be registered in the name of the Seller, and the Agent shall have exclusive dominion and control thereof and of all monies, instruments and other property from time to time on deposit therein pursuant to a Full Control Deposit Account Agreement. The Agent may deposit into the Concentration Account from time to time all monies, instruments and other property it receives as proceeds of the Pool Receivables.

(ii) The Seller shall not close the Concentration Account unless (A) a new Deposit Account has been established with a new depository institution, (B) the Agent and the Seller have entered into a Full Control Deposit Account Agreement covering such new account with such new depository institution and (C) the Seller shall have taken all such action as is required to grant and perfect a first priority Lien (subject only to Permitted Liens) in such new Concentration Account to the Agent.

(c) Cash Assets Account.

(i) On or prior to the Closing Date, the Seller shall have established and shall maintain the Cash Assets Account with JPMCB. The Cash Assets Account shall be registered in the name of the Seller, and the Agent shall have exclusive dominion and control thereof and of all monies, instruments and other property from time to time on deposit therein pursuant to a Full Control Deposit Account Agreement.

(ii) Funds held in the Cash Assets Account may, until withdrawn or otherwise applied pursuant hereto, be invested and reinvested in such Liquid Investments as the Seller may request from time to time; provided that, if an Event of Termination shall have occurred and be continuing, the Agent may select such Liquid Investments. "Liquid Investments" means (i) direct obligations of the United States or any agency

thereof, (ii) obligations guaranteed by the United States or any agency thereof, (iii) time deposits and money market deposit accounts issued by or guaranteed by or placed with a financial institution reasonably acceptable to the Agent, and (iv) fully collateralized repurchase agreements for securities described in clause (i) or (ii) above entered into with a financial institution reasonably acceptable to the Agent, provided in each case that such Liquid Investment (x) matures within 30 days and (y) is in a form, and is issued and held in a manner, that in the reasonable judgment of the Agent permits appropriate measures to have been taken to perfect security interests therein.

(iii) The Seller shall not close the Cash Assets Account unless (A) a new Deposit Account has been established with a new depository institution, (B) the Agent and the Seller have entered into a new Full Control Deposit Account Agreement covering such new account with such new depository institution and (C) the Seller shall have taken all such action as is required to grant and perfect a first priority Lien (subject only to Permitted Liens) in such new Concentration Account in favor of the Agent.

(d) Seller's Account.

(i) On or prior to the Closing Date, the Seller shall have established and shall maintain the Seller's Account with Bank of America, N.A., or such other financial institution as may be selected by the Seller and is reasonably acceptable to the Agent (the "Seller's Account Bank"). The Seller's Account shall be registered in the name of the Seller, and the Agent shall have control thereof and of all monies, instruments and other property from time to time on deposit therein pursuant to a Shifting Control Deposit Account Agreement.

(ii) The Agent hereby agrees that until such time as it instructs the Seller's Account Bank otherwise (solely as a result of an Event of Termination), the Seller shall have the right to give instructions for the withdrawal, transfer or payment of funds on deposit in the Seller's Account.

Section 2.20 Optional Increase in Commitments.

(a) Upon notice to the Agent (which shall promptly notify the Purchasers), at any time after the Closing Date, the Seller may on up to three different occasions request additional Commitments; provided that (i) after giving effect to any such addition, the aggregate amount of all additional Commitments that have been added pursuant to this Section 2.20 shall not exceed \$55,000,000 and (ii) any such addition shall be in an aggregate amount of \$10,000,000 or any whole multiples of \$1,000,000 in excess thereof.

(b) Any such additional Commitments (the "Additional Commitments") shall be made by increasing the Commitments with the same terms (including termination date, yield and fees) as the existing Commitments.

(c) At the time of the sending of notice requesting Additional Commitments, the Seller (in consultation with the Agent) shall specify the time period within which each Purchaser is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Purchasers). Each Purchaser shall notify the Agent within such time period whether or not it agrees to provide an Additional Commitment and, if so, whether and by an amount equal to, greater than, or less than its pro rata share (based on the aggregate outstanding Capital Investments as of such date) of such requested increase. Any Purchaser not responding within such time period shall be deemed

to have declined to provide an Additional Commitment. The Agent shall notify the Seller and each Purchaser of the Purchasers' responses to each request made hereunder. To achieve the full amount of a requested increase, the Seller may also invite additional financial institutions not theretofore Purchasers (each, a "New Purchaser") to become Purchasers (such designation to be effective only with the prior written consent of the Agent, which consent will not be unreasonably withheld or delayed) pursuant to a joinder agreement in form and substance reasonably satisfactory to the Agent and its counsel.

(d) If any Additional Commitments are added in accordance with this Section 2.20, the Agent and the Seller shall determine the effective date (the "Additional Commitments Effective Date") and the final allocation of such addition. The Agent shall promptly notify the Seller and the Purchasers of the final allocation of such addition and the Additional Commitments Effective Date. As a condition precedent to such addition and the Additional Commitments Effective Date, the Seller and the Servicer shall deliver to the Agent a certificate dated as of the Additional Commitments Effective Date signed by a Responsible Officer of the Seller and a Responsible Officer of the Servicer certifying that, before and after giving effect to such increase, (i) the representations and warranties contained in Section Article IV of this Agreement, Article III of the Receivables Sale Agreement, Annex B to the Guaranty or any other Transaction Documents are true and correct in all material respects on and as of the Additional Commitments Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 2.20(d), the representations and warranties contained in clauses (ii) and (iii) of Section 4.2(e) of this Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 5.5 and (ii) no Potential Event of Termination exists before or after giving effect to such addition.

(e) On each Additional Commitments Effective Date, (i) each New Purchaser which is providing an Additional Commitment shall become a "Purchaser" for all purposes of this Agreement and the other Transaction Documents, (ii) each New Purchaser shall pay to the Agent an amount equal to its pro rata share of the aggregate outstanding Capital Investments and (iii) any Purchaser (an "Increasing Purchaser") whose Commitment has been increased shall pay to the Agent an amount equal to the increase in its pro rata share of the aggregate outstanding Capital Investments, in each case such payments shall be for the account of each other Purchaser. Upon receipt of such amount by the Agent, (1) each other Purchaser shall be deemed to have ratably assigned that portion of its outstanding Capital Investments that is being reduced to the New Purchasers and the Increasing Purchasers in accordance with such Purchaser's new Commitment or the increased portion thereof, as applicable, and (2) the Agent shall promptly distribute to each other Purchaser its ratable share of the amounts received by the Agent pursuant to this paragraph.

ARTICLE III

CONDITIONS OF PURCHASES

Section 3.1 Conditions Precedent to the Effectiveness of this Agreement.

The effectiveness of this Agreement is subject to the satisfaction (or substantially simultaneous satisfaction) or waiver of the following conditions precedent:

(a) The Agent shall have received all fees and expenses (including, but not limited to, reasonable fees and expenses of counsel to the Agent) required to be paid on the Closing Date, pursuant to the terms of this Agreement and the Fee Letter.

(b) The Agent shall have received on or before the Closing Date, the following, each (unless otherwise indicated) dated as of the Closing Date (unless otherwise specified), in form and substance reasonably satisfactory to the Agent:

(i) This Agreement, duly executed and delivered by the Seller, the Servicer, the Initial Receivables Administrators and the Purchasers;

(ii) The Receivables Sale Agreement, duly executed by the Seller, each Originator and FNIS, as buyer's servicer, together with:

(A) Proper financing statements naming each Originator as debtor, the Seller as secured party and the Agent, as assignee, to be filed under the UCC of all jurisdictions that the Agent may deem necessary in order to perfect the Seller's interests created or purported to be created by the Receivables Sale Agreement;

(B) Proper financing statement terminations or releases, if any, necessary to release all security interests and other rights of any Person in the Receivables, Related Security, Collections or Contracts previously granted by any Originator; and

(C) The Subordinated Notes, in substantially the form of Exhibit B to the Receivables Sale Agreement, payable to the order of each Originator, and duly executed by the Seller;

(iii) The Guaranty, duly executed and delivered by each party thereto;

(iv) A Seller Report covering the month most recently ended at least 40 days prior to the Closing Date, furnished by the Servicer to the Agent for the benefit of each Purchaser;

(v) Opinions of (A) Nelson Mullins Riley & Scarborough, LLP, counsel to the Transaction Parties, in substantially the form of Exhibit H-1 hereto and (B) Richards Layton & Finger, P.A., special Delaware counsel for the Seller, in substantially the form of Exhibit H-2 hereto with respect to the bankruptcy remoteness of the Seller.

(vi) Proper financing statements naming the Seller as debtor and the Agent as secured party to be filed under the UCC of all jurisdictions that the Agent may deem necessary in order to perfect the security interests created or purported to be created hereby.

(viii) A certificate signed by a Responsible Officer of each of the Seller and the Servicer certifying as to the satisfaction of the conditions set forth in Section 3.2(i) and (ii) of this Agreement.

(c) The Agent shall be satisfied with the results of a field examination of the Originators conducted by JPMCB's internal auditors no more than four months prior to the Closing Date.

(d) The Agent shall have received (i) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Transaction Party as the Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer

thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Transaction Documents to which such Transaction Party is a party and (ii) such documents and certifications as the Agent may reasonably require to evidence that each Transaction Party is validly existing and in good standing in its jurisdiction of organization.

(e) The Agent shall have received (A) a Shifting Control Deposit Account Agreement (in form reasonably acceptable to Agent) with respect to each Lock-Box Account and the Seller's Account, executed by each such Lock-Box Bank or the Seller's Account Bank, as applicable, the Agent and the Seller, the Servicer or a Receivables Administrator, as applicable, and (B) a Full Control Deposit Account Agreement (in form reasonably acceptable to Agent), with respect to the Concentration Account and the Cash Assets Account, executed by the applicable depository bank, the Agent and the Seller.

(f) The Agent shall have received a certificate from a Responsible Officer of the Seller certifying that before and after giving effect to (i) each Purchase to be made on the Closing Date, (ii) the disbursement of the proceeds of any Capital Investment to be made on the Closing Date, (iii) the consummation of each other transaction contemplated by the other Transaction Documents to occur on the Closing Date and (iv) the payment and accrual of all transaction costs in connection with the foregoing, the Seller is Solvent.

(g) The Agent shall have received a certificate attesting to the Solvency of FNIS and the Restricted Subsidiaries (taken as a whole) after giving effect to the Acquisition, the Metavante Facility Amendment, the Transaction Documents and each of the other transactions contemplated to occur on the Closing Date from the chief financial officer, treasurer or assistant treasurer of FNIS.

(h) There shall not have occurred between December 31, 2008 and the Closing Date any event, occurrence, change, state of circumstances or condition which, individually or in the aggregate has had or is reasonably likely to have a Material Adverse Effect.

(i) The Amendment No. 1 Effective Date (as defined in the Metavante Facility Amendment) shall have occurred.

(j) The Purchasers shall have received (i) audited consolidated financial statements of FNIS for the fiscal year ended December 31, 2008 and (ii) such financial information for periods ending after December 31, 2008 as shall be publicly available prior to the Closing Date (or as may be otherwise delivered to FNIS pursuant to the Acquisition Agreement). The Purchasers shall have received pro forma consolidated financial statements as to FNIS and its Subsidiaries (after giving effect to the Acquisition) for (x) the 12-month period ending on the last day of the fiscal quarter most recently ended at least forty-five days prior to the Closing Date and (y) the fiscal year ended December 31, 2008 and any subsequent interim period, and forecasts of balance sheets, income statements and cash flow statements on a quarterly basis for each fiscal quarter of 2009 and 2010 ended after the Closing Date and on an annual basis for each fiscal year commencing with the fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2013.

(k) The Revolving Commitments (as defined in the Metavante Credit Agreement) shall have been terminated in their entirety.

The Agent shall promptly notify the Seller, the Servicer and the Purchasers of the Closing Date, and such notice shall be conclusive and binding on all parties hereto.

Section 3.2 Conditions Precedent to All Investment Events.

Each Investment Event (including the initial Purchase by each Purchaser) shall be subject to the further conditions precedent that on the date of such Investment Event the following statements shall be true (and the acceptance by the Seller of the proceeds of the Purchase or reinvestment, as applicable, being made on the date of such Investment Event shall constitute a representation and warranty by the Servicer, or the Seller, as the case may be, that on the date of such Investment Event, such statements are true):

(i) the representations and warranties applicable to each Transaction Party contained in Article IV of this Agreement, Article III of the Receivables Sale Agreement, Annex B to the Guaranty or any other Transaction Documents are correct in all material respects on and as of the date of such Investment Event, before and after giving effect to such Investment Event and to the application of the proceeds from the Purchase or reinvestment, as applicable, being made on the date thereof, as though made on and as of such date, except (1) in the case of a Investment Event consisting solely of any Conversion or any Continuation and (2) to the extent such representations and warranties expressly relate to an earlier date, which representations and warranties shall be true and correct in all material respects on and as of such earlier date;

(ii) at the time of the Investment Event (except in the case of an Investment Event consisting solely of a conversion of a Capital Investment bearing Yield at the Applicable LIBO Rate to a Capital Investment bearing Yield at the Applicable Base Rate), no event has occurred and is continuing, or would result from such Investment Event or from the application of the proceeds from the Purchase or reinvestment, as applicable, being made on the date of such Investment Event, which constitutes an Event of Termination or (except in the case of a Continuation or a Conversion) a Potential Event of Termination; and

(iii) the Purchase or reinvestment, as applicable, being made on the same date as such Investment Event shall not violate any Law and shall not be enjoined, temporarily, preliminarily or permanently.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Seller.

The Seller represents and warrants as follows:

(a) The Seller (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) has the requisite power and authority under its Organization Documents and applicable law to own its property and assets and to carry on its business as now conducted and proposed to be conducted after the Closing Date and (iii) is duly qualified to do business, and is in good standing, in every jurisdiction where such qualification or authorization is required, except, with respect to clauses (ii) and (iii), to the extent that any failure could not reasonably be expected to have a Material Adverse Effect.

(b) The Seller has no Subsidiaries. All of the outstanding membership interests of the Seller are owned, directly or indirectly, by FNIS.

(c) The execution, delivery and performance by the Seller of the Transaction Documents to which it is a party, and the transactions contemplated hereby and thereby, including the Seller's use of the proceeds of Purchases and reinvestments, are within the Seller's powers, have been duly authorized and delivered by all necessary action on its part, do not (i) violate (x) any provision of the Seller's Organization Documents or any other agreement governing its organization and/or scope of power and authority or any applicable law, rule, regulation or order, writ, judgment, injunction, decree, determination or award of any Governmental Authority binding upon it, (ii) except to the extent the same could not reasonably be expected to have a Material Adverse Effect, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under any indenture or any agreement or other instrument to which it is a party, or by which it or any of its properties or assets are bound, or (iii) except for the Liens created by the Transaction Documents, result in or require the creation or imposition of any Lien upon any of its property or assets.

(d) This Agreement is, and the other Transaction Documents to which the Seller is or will be a party when delivered will be, the legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting the rights of creditors generally and by general principles of equity, including implied obligations of good faith and fair dealing.

(e) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is or will be required for the due execution, delivery and performance by the Seller of any Transaction Document to which it is a party or any transaction contemplated hereby or thereby, except for the filings of the financing statements referred to in Article III.

(f) Since the date of the Seller's formation, there has not occurred any development or event affecting, or any change in the assets, results of operations or financial condition of the Seller which has resulted or could reasonably be expected to result in a Material Adverse Effect.

(g) There is no action, suit, investigation, litigation or proceeding at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of any Specified Responsible Officer of the Seller, threatened against the Seller or its assets or rights as to which there is a reasonable likelihood of an adverse decision and which, if adversely determined, could, individually or, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(h)

(i) Immediately prior to the time of the initial creation of an interest hereunder in any Pool Receivable, the Seller is the legal and beneficial owner of such Pool Receivable and Related Security and Collections with respect thereto, in each case free and clear of any Lien (other than Permitted Liens).

(ii) Upon each Purchase or reinvestment, the Seller shall transfer to the Purchaser making such Purchase or reinvestment (and such Purchaser shall acquire) a valid interest to the extent of the pertinent Receivable Interest in each Pool Receivable then existing or thereafter arising and in the Related Security and Collections with respect thereto, free and clear of any Lien (other than Permitted Liens), which ownership interest or security interest shall be a perfected first priority ownership interest or security interest upon the filing of the financing statements referred to in Section 3.1(b)(ii) and (vi); provided, however, that, notwithstanding such transfer and notwithstanding anything to

the contrary in any Transaction Document, the Seller shall at all times have the right to retain copies of all Contracts, Records and other items constituting the Related Security.

(iii) With respect to each transfer to it of any Pool Receivables, the Seller has either (i) purchased such Pool Receivables from an Originator in exchange for payment (made by the Seller to an Originator in accordance with the provisions of the Receivables Sale Agreement) in an amount which constitutes fair consideration and approximates fair market value for such Pool Receivables and in a sale the terms and conditions of which (including, without limitation, the purchase price thereof) reasonably approximate an arm's-length transaction between unaffiliated parties or (ii) acquired such Pool Receivables from FNIS as a capital contribution in accordance with the provisions of the Receivables Sale Agreement. No such sale, and no such contribution, has been made for or on account of an antecedent debt owed by any Originator to the Seller and no such sale or contribution is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(i) The jurisdiction of incorporation, organizational identification number (if any), and the address(es) of the principal place of business and chief executive office of the Seller and the office where the Seller keeps its Records concerning the Receivable Assets, are as set forth in Schedule III hereto (or, by notice to the Agent in accordance with Section 5.1(e), at such other locations in jurisdictions, within the United States, where all requested actions under Section 6.5(a) have been taken and completed).

(j) Schedule I hereto (as supplemented by any Permitted Account Update) correctly sets forth (1) with respect to each such Lock Box Bank, the name, address and telephone number thereof, (2) with respect to each Lock-Box Account, the name in which such account is held and the complete account number therefor, (3) with respect to each Lock Box, the lock box number and address thereof and (4) with respect to each other Restricted Account, the name in which such account is held, the complete account number therefor and the name, address and telephone number of the depository bank with which such Restricted Account is maintained. Except pursuant to the Control Agreements, neither the Seller, the Servicer nor any Receivables Administrator has granted any Person dominion or control over any Lock Box or Restricted Account, or the right to take dominion or control over any Lock Box or Restricted Account at a future time or upon the occurrence of a future event.

(k) Since the date of its formation, the Seller has not engaged in any activity other than as contemplated or permitted by the Transaction Documents or entered into any commitment or incurred any Indebtedness other than pursuant to, or as permitted under, the Transaction Documents.

(l) The Seller has not maintained, contributed to or incurred or assumed any obligation with respect to any Plan, Multiemployer Plan or Welfare Plan, except such obligation or contingent obligation that arises as a matter of law solely as a result of an ERISA Affiliate's sponsorship of a Plan, Multiemployer Plan or Welfare Plan.

(m) The Seller has complied with the Credit and Collection Policy in all material respects and since the date of this Agreement there has been no change in the Credit and Collection Policy except as permitted hereunder. The Seller has not extended or modified the terms of any Pool Receivable or the Contract under which any such Pool Receivable arose, except in accordance with the Credit and Collection Policy.

(n) The Seller has filed all Federal and material state and other tax returns and reports required to be filed, and has paid all Federal and material state and other taxes, assessments, fees

and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those (i) which are not overdue by more than 30 days, (ii) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (iii) with respect to which the failure to make such filings or payment could not reasonably be expected to have a Material Adverse Effect.

(o) The Seller is not an "investment company" as defined in the Investment Company Act of 1940, as amended.

(p) Both before and after giving effect to (i) each Purchase to be made on the Closing Date or such other date as Purchases requested hereunder are made, (ii) the disbursement of the proceeds of any Capital Investment, (iii) the consummation of each other transaction contemplated by the other Transaction Documents and (iv) the payment and accrual of all transaction costs in connection with the foregoing, the Seller is Solvent.

(q) No proceeds of any purchase hereunder will be used for a purpose that violates, or would be inconsistent with, Regulation U or X.

(r) This Agreement, together with the filing of the financing statements contemplated hereby, is effective to, and shall, upon each Purchase hereunder, transfer to the Agent for the benefit of the Purchasers (and the Agent for the benefit of the Purchasers shall acquire from the Seller) a valid and perfected first priority undivided percentage ownership interest or security interest in each Receivable existing or hereafter arising and in the Related Security and Collections with respect thereto, free and clear of any Liens, except Permitted Liens.

Section 4.2 Representations and Warranties of the Servicer.

The Servicer represents and warrants as follows:

(a) **Existence, Qualification and Power; Compliance with Laws.** The Servicer, each Receivables Administrator and each Restricted Subsidiary (a) is a Person, validly existing and in good standing under the Laws of the jurisdiction of its organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Transaction Documents to which it is a party, (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws (including, without limitation, Environmental Laws), orders, writs and injunctions, and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (a) (other than with respect to the Servicer), (c), (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) **Authorization; No Contravention.** The execution, delivery and performance by each Transaction Party of each Transaction Document to which such Person is a party are (a) within such Transaction Party's corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 1 of Annex D to the Guaranty), or require any payment to be made under, (A) any documentation governing any Permitted Subordinated Indebtedness, (B) any other Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such

Person or its property is subject, or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(c) **Governmental Authorization; Other Consents.** No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required to be made or obtained by any Transaction Party in connection with the execution, delivery or performance by any Transaction Party of this Agreement or any other Transaction Document, except for (i) the UCC filings contemplated by the Transaction Documents, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force, and (iii) those approvals, consents, exemptions, authorizations, actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

(d) **Binding Effect.** This Agreement and each other Transaction Document has been duly executed and delivered by each Transaction Party that is party thereto. This Agreement and each other Transaction Document constitutes a legal, valid and binding obligation of each Transaction Party that is a party thereto, enforceable against such Transaction Party in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

(e) **Financial Statements; No Material Adverse Effect.**

(i) The pro forma consolidated financial statements of the Servicer and its Subsidiaries for (A) the twelve-month period ended March 31, 2009 and (B) for the fiscal year ended December 31, 2008, a copy of each of which has been furnished to the Agent for distribution to the Purchasers, have been prepared in good faith, based on assumptions believed by the Servicer to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a pro forma basis the estimated financial position of the Servicer and its Subsidiaries as of March 31, 2009 and their estimated results of operations for the period covered thereby, assuming that the Acquisition had actually occurred at such date or at the beginning of the period covered thereby.

(ii) The (A) audited consolidated balance sheet of the Servicer and its Subsidiaries for the fiscal year ended December 31, 2008, and the related consolidated statements of income, shareholders' equity and cash flows for such fiscal year of the Servicer and its Subsidiaries, including the notes thereto and (B) unaudited consolidated balance sheet of the Servicer and its Subsidiaries dated June 30, 2009, and the related consolidated statements of income, shareholders' equity and cash flows for the two fiscal quarter period ended on such date fairly present in all material respects the financial condition of the Servicer and its Subsidiaries as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein (and, with respect to unaudited financial statements, the absence of footnotes and subject to such adjustments as would be made in connection with the audit of financial statements for the relevant period).

(iii) Since December 31, 2008, there has been no change, effect, event or, occurrence that has had or could reasonably be expected to have a Material Adverse Effect.

(iv) The forecasts prepared by management of the Servicer of consolidated balance sheets, income statements and cash flow statements for (A) each fiscal quarter of 2009 and 2010 ended after the Closing Date and (B) each fiscal year commencing with the fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2013, copies of which have been furnished to the Agent and the Purchasers prior to the Closing Date, have been prepared in good faith based upon assumptions believed in good faith by the Servicer to be reasonable in light of conditions existing at the time of preparation, it being understood that (x) such forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such forecasts may differ significantly from the forecasted results and that such differences may be material and that such forecasts are not a guarantee of financial performance and (y) no representation is made with respect to information of a general economic or general industry nature. arya

(f) **Litigation.** Except as disclosed in Schedule 4.2(f), there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of any Specified Responsible Officer of the Servicer, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against the Servicer or any of its Restricted Subsidiaries or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(g) **Ownership of Property; Liens.** Each Transaction Party and each of its Restricted Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted by Section 1 of Annex D to the Guaranty and except where the failure to have such title or the existence of such Lien could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) **Taxes.** The Servicer and its Subsidiaries have filed all Federal and material state and other tax returns and reports required to be filed, and have paid all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (i) which are not overdue by more than 30 days, (ii) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (iii) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

(i) **ERISA Compliance.**

(i) Each Plan is in compliance in all material respects with the applicable provisions of ERISA and the Code except to the extent that non-compliance could not reasonably be expected to have a Material Adverse Effect. In the preceding five years, each Transaction Party and each ERISA Affiliate have made all required contributions to each Pension Plan subject to Section 412 of the Code, and in the preceding five years, no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan, except to the extent a failure to make such contributions or application, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(ii) There are no pending or, to the knowledge of any Specified Responsible Officer of the Servicer, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(iii) (A) No ERISA Event has occurred or is reasonably expected to occur; (B) no Pension Plan has an “accumulated funding deficiency” (as defined in Section 412 of the Code), whether or not waived, and no application for a waiver of the minimum funding standard has been filed with respect to any Pension Plan; (C) neither the Servicer nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums not yet due or premiums due and not yet delinquent under Section 4007 of ERISA); (D) neither the Servicer nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (E) neither the Servicer nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 4.2(i), as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(j) **Subsidiaries; Equity Interests.** As of the Closing Date (after giving effect to the Acquisition), Schedule VI (i) sets forth the name and jurisdiction of organization of each Subsidiary of FNIS (other than Subsidiaries that in the aggregate represent less than the greater of (x) 5% of the Total Consolidated Assets and (y) 5% of the Consolidated EBITDA of FNIS and its Consolidated Subsidiaries) and (ii) sets forth the ownership interest of FNIS and any other Subsidiary in each such Subsidiary, including the percentage of such ownership.

(k) **Margin Regulations; Investment Company Act.** None of the proceeds of the sale of any Receivable Interests shall be used by FNIS or any of its Subsidiaries to purchase or carry any margin stock or extend credit to others for the purpose of purchasing or carrying any margin stock in violation of Regulation U. Neither FNIS nor any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

(l) **Disclosure.** No report, financial statement, certificate or other written information furnished by or on behalf of any Transaction Party to the Agent or any Purchaser in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Transaction Document (as modified or supplemented by other information so furnished) when taken as a whole (and considered together with all information publicly disclosed by the Consolidated Companies) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under and at the time which they were made, not materially misleading; provided that, with respect to financial estimates, projected or forecasted financial information and other forward-looking information, the Servicer represents and warrants only that such information was prepared in good faith based upon assumptions believed by the Servicer to be reasonable in light of conditions existing at the time of preparation; it being understood that (i) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such projections or forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and

forecasts are not a guarantee of financial performance and (ii) no representation is made with respect to information of a general economic or general industry nature.

(m) **Solvency.** On the Closing Date, after giving effect to the Acquisition, the Transaction Parties, on a consolidated basis, are Solvent.

(n) **Lock-Box Banks.** Schedule I hereto correctly sets forth (1) with respect to each Lock Box Bank, the name, address and telephone number thereof, (2) with respect to each Lock-Box Account, the name in which such account is held and the complete account number therefor, (3) with respect to each Lock Box, the lock box number and address thereof and (4) with respect to each other Restricted Account, the name in which such account is held, the complete account number therefor and the name, address and telephone number of the depository bank with which such Restricted Account is maintained. Except pursuant to the Control Agreements, neither the Seller, the Servicer nor the Receivables Administrator has granted any Person dominion or control of any Lock Box or Restricted Account, or the right to take dominion or control over any Lock Box or Restricted Account at a future time or upon the occurrence of a future event.

(o) **Credit and Collection Policy.** The Servicer and the Receivables Administrators have complied with the Credit and Collection Policy in all material respects and since the date of this Agreement there has been no change in the Credit and Collection Policy except as permitted hereunder. The Servicer has not extended or modified the terms of any Pool Receivable or the Contract under which any such Pool Receivable arose, except in accordance with the Credit and Collection Policy and in accordance with Section 6.2(b).

(p) **Contracts, Pool Receivables, Related Security and Collections.** No effective financing statement or other instrument similarly in effect covering any Contract or any Pool Receivable or Related Security or Collections with respect thereto is on file in any recording office, except those filed in favor of the Agent relating to this Agreement or in favor of the Seller and the Agent relating to the Receivables Sale Agreement.

ARTICLE V

GENERAL COVENANTS OF THE SELLER AND THE SERVICER

Section 5.1 Affirmative Covenants of the Seller.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Seller will:

(a) **Compliance with Laws, Etc.** Except to the extent that any failure to do so could not reasonably be expected to result in a Material Adverse Effect, comply in all material respects with all applicable laws, rules and regulations, and all orders of any Governmental Authority applicable to it and all Pool Receivables and related Contracts, Related Security and Collections with respect thereto.

(b) **Preservation of Existence.** Preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its organization, and qualify and remain qualified in good standing as a foreign entity in each jurisdiction where the failure to preserve and maintain such qualification could be reasonably expected to result in a Material Adverse Effect.

(c) **Payment of Taxes.** Pay all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those (i) which are not overdue by more than 30 days, (ii) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (iii) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

(d) **Compliance with Organization Documents.** Comply with, and cause compliance with, in all material respects the provisions of the Organization Documents of the Seller delivered to the Agent pursuant to Section 4.1 as the same may, from time to time, be amended, supplemented or otherwise modified with the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed).

(e) **Offices, Records and Books of Accounts.**

(i) Keep its principal place of business and chief executive office and the offices where it keeps its Records concerning the Pool Receivables at the address of the Seller referred to in Section 4.1(i) or, upon at least five days' prior written notice to the Agent, at any other location in a jurisdiction where all requested actions under Section 6.5(a) shall have been taken;

(ii) Maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate, in all material respects, records evidencing Pool Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information necessary for the collection of all Pool Receivables (including, without limitation, records adequate to permit the identification (on a weekly basis as of the second Business Day of each week with respect to all transactions occurring with respect to Pool Receivables through the last Business Day of the immediately preceding week) of each Pool Receivable, the Outstanding Balance of each Pool Receivable and the dates on which payments are due thereon and all Collections of and adjustments to each existing Pool Receivable).

(iii) Keep, or cause to be kept, proper books of record and account, which shall be maintained or caused to be maintained by the Seller and shall be separate and apart from those of any Affiliate of the Seller, in which entries that are full and correct in all material respects shall be made of all financial transactions and the assets and business of the Seller in accordance with GAAP; and

(iv) Maintain all Records in a commercially reasonable manner that provides effective access thereto by the Agent during normal business hours upon reasonable notice.

(f) **Examination of Records; Audits.**

(i) From time to time upon five Business Days' (or, during the continuance of a Liquidity Threshold Event, two Business Days') prior notice (except that during the continuance of a Potential Event of Termination or Event of Termination, no such notice shall be required) and during regular business hours as requested by the Agent and at the expense of the Seller (provided that Seller shall not be required to pay for more than two examinations and/or visits per year unless a Triggering Event shall have occurred and be continuing), permit the Agent, or its agents or representatives, (A) to examine and make

copies of and abstracts from all Records in the possession or under the control of the Seller, or the agents of the Seller, relating to Pool Receivables and the Related Security, including, without limitation, the related Contracts, and (B) to visit the offices and properties of the Seller, or the agents of the Seller, for the purpose of examining such materials described in clause (A) above, and to discuss matters relating to Pool Receivables and the Related Security or the Seller's performance hereunder or under the Contracts with any of the officers or employees of the Seller having knowledge of such matters and designated by the Seller to discuss such matters with the Agent or its agents or representatives. Unless a Potential Event of Termination or Event of Termination is continuing, the Agent agrees to combine any request for any such examinations and visits with any request being made under Section 5.4(e).

(ii) Subject to the last sentence of Section 5.5(j), the Seller shall furnish to the Agent any information that the Agent may reasonably request regarding the determination and calculation of the Net Receivables Pool Balance including copies of any invoices, underlying agreements, instruments or other documents and the identity of all Obligor in respect of Receivables referred to therein.

(g) **Performance and Compliance with Contracts and Credit and Collection Policy.** At its expense, (i) perform, or cause to be performed, and comply in all material respects with, or cause to be complied with in all material respects, in a timely manner all provisions, covenants and other promises (if any) required to be observed by it under the Contracts related to the Pool Receivables, and comply in all material respects and in a timely manner with the Credit and Collection Policy in regard to the Pool Receivables and the related Contracts and (ii) as beneficiary of any Related Security, enforce such Related Security as reasonably requested by the Agent.

(h) **Transaction Documents.** At its expense, require each Originator and the Servicer to timely and fully perform and comply in all material respects with all provisions, covenants and other promises required to be observed by them under each of the Transaction Documents, maintain each of the Transaction Documents to which it is a party in full force and effect with respect to Seller, take all such action to such end as may be from time to time reasonably requested by the Agent, and make to any party to each of such Transaction Documents such demands and requests for information and reports or for action as the Seller is entitled to make thereunder and as may be from time to time reasonably requested by the Agent.

(i) **Deposits to Lock-Box Accounts.** Instruct, or cause the Servicer or the Receivables Administrators to instruct, all Obligor to make payments in respect of Pool Receivables to a Lock-Box Account or Lock Box and, if the Seller or any Originator shall otherwise receive any Collections (including, without limitation, any Collections deemed to have been received by the Seller pursuant to Section 2.9), segregate and hold in trust such Collections and deposit such Collections, or cause such Collections to be deposited, to the Concentration Account within two Business Days after the end of the week of such receipt.

(j) **Maintenance of Separate Existence.** Do all things necessary to maintain its existence separate and apart from each Originator and other Affiliates of the Seller, including, without limitation, (i) maintaining proper limited liability company records and books of account separate from those of such Affiliates; (ii) maintaining its assets, funds and transactions separate from those of such Affiliates, reflecting such assets, funds and transactions in financial statements separate and distinct from those of such Affiliates, and evidencing such assets, funds and transactions by appropriate entries in the records and books referred to in clause (i) above, and providing for its own operating expenses and liabilities from its own assets and funds (including a reasonable allocation for shared office space); (iii)

holding such appropriate meetings or obtaining such appropriate consents of its Board of Managers as are necessary to authorize all the Seller's actions required by law to be authorized by its Board of Managers, keeping minutes of such meetings and of meetings of its members and observing all other necessary organizational formalities (and any successor Seller shall observe similar procedures in accordance with its governing documents and applicable law); (iv) at all times entering into its contracts and otherwise holding itself out to the public under the Seller's own name as a legal entity separate and distinct from such Affiliates; (v) conducting all transactions and dealings between the Seller and such Affiliates on an arm's-length basis; (vi) paying its own debts, liabilities and expenses (including overhead expenses, if any) only out of its own assets as the same shall become due; (vii) refraining from (A) guaranteeing, becoming obligated for or holding itself or its credit out to be responsible for or available to satisfy, the debts or obligations of any other Person, (B) acting with the intent to hinder, delay or defraud any of its creditors in violation of applicable law, (C) acquiring any securities or debt instruments of its Affiliates or any other Person, and (D) making loans or advances, or transferring its assets, to any Person, except to the extent permitted by the Transaction Documents; (viii) maintaining adequate capital in light of its contemplated business operations; and (ix) using separate stationary, invoices and checks.

(k) **Purchase of Pool Receivables from Originators.** With respect to each Pool Receivable acquired from any Originator by the Seller other than as a capital contribution, pay to such Originator (in accordance with the Receivables Sale Agreement) an amount which constitutes fair consideration and approximates fair market value for such Pool Receivable and in a sale the terms and conditions of which (including, without limitation, the purchase price thereof) reasonably approximates an arm's-length transaction between unaffiliated parties.

Section 5.2 Reporting Requirements of the Seller.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Seller will furnish to the Agent for distribution to the Purchasers:

(a) **Annual Reports.** Within 105 days after the end of each Fiscal Year, unaudited financial statements (which shall include a balance sheet and income statement, as well as statements of member's equity and cash flow) showing the financial condition and results of operations of the Seller as of the end of and for such Fiscal Year, in each case certified by a Responsible Officer of the Seller as presenting fairly, in all material respects, the financial position and results of operation of the Seller and as having been prepared in accordance with GAAP, together with a certificate of such Responsible Officer of the Seller stating that such financial statements present fairly, in all material respects, the financial position of the Seller as at the dates indicated and the results of their operations and cash flow for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except for changes that shall have been disclosed in the notes to the financial statements).

(b) **Notice of Event of Termination.** Promptly and in any event within five Business Days after a Specified Responsible Officer of Seller first becomes aware of each Event of Termination or Potential Event of Termination continuing on the date of such statement, a statement of a Responsible Officer of the Seller setting forth details of such Event of Termination or Potential Event of Termination and the action which the Seller has taken and proposes to take with respect thereto.

(c) **Other.** Subject to the last sentence of Section 5.5(j), promptly, from time to time, such other information, documents, records or reports respecting this Agreement or the other Transaction Documents, the Receivables, the Related Security, the Contracts, the Restricted Accounts or the condition or operations, financial or otherwise, of the Seller as the Agent may from time to time reasonably request.

Section 5.3 Negative Covenants of the Seller.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Seller will not:

(a) **Indebtedness.** Except as otherwise provided herein or in the Receivables Sale Agreement, create, incur, assume or suffer to exist any Indebtedness, other than (i) Indebtedness of the Seller representing fees, expenses and indemnities arising hereunder or under the Receivables Sale Agreement for the purchase price of the Receivables under the Receivables Sale Agreement and (ii) the Subordinated Notes; provided, that the Seller shall be permitted to incur minimal obligations (in no event to exceed \$100,000 at any time outstanding) for the day to day operations of the Seller (such as expenses for stationary, audits and maintenance of legal status).

(b) **Sales, Liens, Etc.** Except as otherwise provided herein, sell, lease, transfer, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, or create or suffer to exist any Lien, other than Permitted Liens, upon or with respect to any of its properties or assets, whether now owned or hereafter acquired, including, but not limited to, its undivided interest in any Pool Receivable or Related Security or Collections in respect thereof, or upon or with respect to any related Contract or any Deposit Account to which any Collections of any Pool Receivable are sent (including, without limitation, any Lock-Box Account), or assign any right to receive income in respect thereof.

(c) **Investments.** Except as otherwise provided herein or in the Receivables Sale Agreement, directly or indirectly make or maintain any Investment.

(d) **Restricted Payments.** Directly or indirectly, declare, order, pay, make or set apart any sum for any redemption, retirement or cancellation of the Seller's Equity Interests or any Subordinated Note other than pursuant to or in accordance with the Transaction Documents.

(e) **Merger, Etc.** Consolidate with or merge into any other Person, acquire all or substantially all of the Equity Interests of any Person, acquire all or substantially all of the assets of any Person or all or substantially all of the assets constituting the business of a division, branch or other unit operation of any Person, enter into any joint venture or partnership with any Person or acquire or create any Subsidiary.

(f) **Change in Credit and Collection Policy.** Make any changes in the Credit and Collection Policy that would be reasonably likely to materially impair the collectability of the Pool Receivables.

(g) **Organizational Documents; Change of Name, Etc.**

(i) Amend, supplement or otherwise modify any of its Organization Documents without the consent of the Agent, not to be unreasonably withheld.

(ii) Change its name, identity, form of legal structure or jurisdiction of organization, unless, prior to the effective date of any such change, the Seller delivers to the Agent (x) UCC financing statements necessary to reflect such change and to continue the perfection of the ownership interests in the Receivable Interests contemplated by this Agreement and (y) if the identity or structure of the Seller has changed and such change adversely affects the rights of the Agent under then existing Control Agreements with the

Seller to take control of the Restricted Accounts pursuant to Section 6.3(a), new Control Agreements executed by the Seller and the relevant banks, to the extent necessary to reflect such changes and to continue to enable the Agent to exercise such rights.

(h) **Sale of Receivables.** Treat (other than for accounting and tax purposes) the transactions contemplated by the Receivables Sale Agreement in any manner other than as sales of Receivables by any Originator to the Seller, or treat (other than for accounting and tax purposes) the transactions contemplated by this Agreement in any manner other than as sales of Receivable Interests by the Seller to the Agent for the account of the Purchasers.

(i) **Affiliate Transactions.** Except as contemplated or permitted by the Transaction Documents, enter into any other transaction directly or indirectly with or for the benefit of any Affiliate of the Seller.

(j) **ERISA.** Adopt, maintain, contribute to or incur or assume any obligation with respect to any Plan, Multiemployer Plan or Welfare Plan, except such obligation or contingent obligation that arises as a matter of law solely as a result of an ERISA Affiliate's sponsorship of a Plan, Multiemployer Plan or Welfare Plan.

(k) **Lease Obligations.** Create, incur, assume or suffer to exist any obligations as lessee for the rental or lease of real or personal property, other than for the lease or rental of office space or office equipment for use by the Seller in the ordinary course of its business.

(l) **Extension or Amendment of Receivables.** Except as otherwise permitted in Section 6.2, extend, amend or otherwise modify the terms of any Pool Receivable, or amend, modify or waive any term or condition of any Contract related thereto.

(m) **Change in Payment Instructions to Obligors.** Add or terminate any bank as a Lock-Box Bank or any Deposit Account as a Lock-Box Account from those listed in Schedule I, or make any change in the instructions to Obligors regarding payments to be made to any Lock Box or Lock-Box Account, unless the Agent shall have received at least 10 Business Days' prior written notice of such addition, termination or change and shall have received, with respect to each new Lock-Box Account, a Shifting Control Deposit Account Agreement executed by the Lock-Box Bank that maintains such Lock-Box Account and the Seller, the Servicer or a Receivables Administrator, as applicable.

(n) **Deposits to Lock-Box Accounts.** Deposit or otherwise credit, or cause or grant any permission to be so deposited or credited, to any Restricted Account (other than a Lock-Box Account) cash or cash proceeds in an amount exceeding \$100,000 in the aggregate other than Collections of Pool Receivables (provided, however, that the Seller shall be deemed not to have violated this covenant if, within five Business Days after any Specified Responsible Officer of the Seller learns that cash or cash proceeds in an aggregate amount exceeding \$100,000 have been incorrectly deposited or credited to any Restricted Account, the Seller removes such cash or cash proceeds from such Restricted Account (or, with respect to Restricted Accounts then under the exclusive control of Agent, notifies the Agent that such removal is required).

(o) **Receivables Sale Agreement.** (i) Cancel or terminate the Receivables Sale Agreement or consent to or accept any cancellation or termination thereof, (ii) amend, supplement or otherwise modify any term or condition of the Receivables Sale Agreement or give any consent, waiver or approval thereunder, (iii) waive any default under or breach of the Receivables Sale Agreement or (iv) take any other action under the Receivables Sale Agreement not required by the terms thereof that would

materially impair the value of any Receivable Assets (as defined therein) or the rights or interests of the Seller thereunder or of the Agent or any Purchaser or Indemnified Party hereunder or thereunder.

(p) **In General.** Notwithstanding anything to the contrary contained herein, (i) engage in any business or activity other than (A) maintaining its corporate existence, (B) participating in tax, accounting and other administrative activities and (C) the execution and delivery of the Transaction Documents to which it is a party and the performance of its obligations thereunder and matters incidental thereto or (ii) own any assets other than the Collateral.

Section 5.4 Affirmative Covenants of the Servicer.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Servicer shall:

(a) **Existence.** Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) **Compliance with Laws, Etc.** Comply with all applicable laws, rules, and regulations and all orders of any Governmental Authority applicable to it and all Pool Receivables and related Contracts, Related Security and Collections with respect thereto to the extent noncompliance could reasonably be expected to result in a Material Adverse Effect.

(c) **Business and Properties.** Except to the extent the failure to do so, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, at all times (a) do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect the rights, licenses, permits, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business; and (b) maintain, preserve and protect all property material to the conduct of such business.

(d) **Books of Accounts.**

(i) Maintain all Records in a commercially reasonable manner that provides effective access thereto by the Agent during normal business hours upon reasonable notice.

(ii) Maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate, in all material respects, records evidencing Pool Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary for the collection of all Pool Receivables (including, without limitation, records adequate to permit the identification, on a weekly basis as of the second Business Day of each week with respect to all transactions occurring with respect to Pool Receivables through the last Business Day of the immediately preceding week, of each Pool Receivable, the Outstanding Balance of each Pool Receivable and the dates on which payments are due thereon and all Collections of and adjustments to each existing Pool Receivable).

(e) Examination of Records; Audits.

(i) From time to time upon five Business Days' (or, during the continuance of a Liquidity Threshold Event, two Business Days') prior notice (except that during the continuance of a Potential Event of Termination or Event of Termination, no such notice shall be required) and during regular business hours as requested by the Agent and at the expense of the Seller (provided that Seller shall not be required to pay for more than two examinations and/or visits per year unless a Triggering Event exists), permit the Agent, or its agents or representatives, (A) to examine and make copies of and abstracts from all Records in the possession or under the control of any Originator, the Servicer or their respective Affiliates or the agents of such Originator, the Servicer or their respective Affiliates, relating to Pool Receivables and the Related Security, including, without limitation, the related Contracts, and (B) to visit the offices and properties of any Originator, the Servicer, their respective Affiliates (other than the Seller) or the agents of such Originator, the Servicer or their respective Affiliates, for the purpose of examining such materials described in clause (a) above, and to discuss matters relating to Pool Receivables and the Related Security or the Servicer's performance hereunder or under the Contracts with any of the officers or employees of the Servicer having knowledge of such matters and designated by the Servicer to discuss such matters with the Agent or its agents or representatives. Unless a Potential Event of Termination or Event of Termination is continuing, the Agent agrees to combine any request for any such examinations and visits with any request being made under Section 5.1(f).

(ii) The Agent may (at its own election or at the request of the Required Purchasers), at the Seller's sole cost and expense, make test verifications and other evaluations of the adequacy of the Receivables in any manner and through any medium that the Agent considers advisable, and the Servicer shall furnish all such assistance and information as the Agent may require in connection therewith; provided that, unless a Triggering Event has occurred and is continuing, the Agent shall conduct no more than two such evaluations pursuant to this Section during any calendar year. The Seller shall pay the documented fees and expenses of employees or other representatives of the Agent in connection with such evaluations. The Agent shall furnish to each Purchaser a copy of the final written report prepared in connection with any such evaluation and shall provide the Servicer and the Seller with a summary of the analysis of the Receivables contained in any such final written report not less than five Business Days prior to delivery thereof to the Purchasers.

(iii) Subject to the last sentence of Section 5.5(j), the Servicer shall furnish to the Agent any information that the Agent may reasonably request regarding the determination and calculation of the Net Receivables Pool Balance including correct and complete copies of any invoices, underlying agreements, instruments or other documents and the identity of all Obligor in respect of Receivables referred to therein.

(f) **Performance and Compliance with Contracts and Credit and Collection Policy.** At its own expense, timely and fully (i) perform, or cause to be performed, and comply in all material respects with, or cause to be complied with in all material respects, all provisions, covenants and other promises required to be observed by it under the Contracts related to the Pool Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy in regard to the Pool Receivables and the related Contracts and (ii) as beneficiary of any Related Security, enforce and cause each other Originator to enforce such Related Security as reasonably requested by the Agent.

(g) **Transaction Documents.** At its expense, maintain each of the Transaction Documents to which it is a party in full force and effect with respect to the Servicer, take all such action

to such end as may be from time to time reasonably requested by the Agent, and make to any party to each of such Transaction Documents such demands and requests for information and reports or for action as it is entitled to make thereunder and as may be from time to time reasonably requested by the Agent.

(h) **Deposits to Lock-Box Accounts.** Instruct all Obligor to make payments in respect of Pool Receivables to a Lock Box or a Lock-Box Account and, if the Servicer shall otherwise receive any Collections (including, without limitation, any Collections deemed to have been received by the Seller pursuant to Section 2.9), segregate and hold in trust such Collections and deposit such Collections, or cause such Collections to be deposited, to the Concentration Account within two Business Days after the end of the week of such receipt.

(i) **Collections of Pool Receivables.** The Servicer shall (or shall cause the Receivables Administrators to) transfer all cash, checks, money orders and proceeds contained in any Lock Box or Lock-Box Account attributable to Pool Receivables or Related Security to the Concentration Account within two Business Days after the end of the week in which such cash or proceeds are received therein.

Section 5.5 Reporting Requirements of the Servicer.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital Investment shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Servicer shall furnish to the Agent for distribution to the Purchasers:

(a) **Annual Reports.** As soon as available, but in any event within 105 days after the end of each fiscal year of FNIS beginning with the fiscal year ending on December 31, 2009, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and audited and accompanied by a report and opinion of KPMG LLP or any other independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided that if the independent auditor provides an attestation and a report with respect to management's report on internal control over financial reporting and its own evaluation of internal control over financial reporting, then such report may include a qualification or limitation due to the exclusion of any acquired business from such report to the extent such exclusion is permitted under rules or regulations promulgated by the SEC or the Public Company Accounting Oversight Board.

(b) **Quarterly Reports.** As soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of FNIS beginning with the fiscal quarter ending on September 30, 2009, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the fiscal year then ended, setting forth, in each case, in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of FNIS as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of FNIS and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

(c) **Annual Forecasts.** As soon as available, but in any event no later than 105 days after the end of each fiscal year, forecasts prepared by management of FNIS, in form reasonably satisfactory to the Agent of consolidated balance sheets, income statements and cash flow statements of FNIS and its Subsidiaries for the fiscal year following such fiscal year then ended, which shall be prepared in good faith upon reasonable assumptions at the time of preparation and which shall state therein all the material assumptions on the basis of which such forecasts were prepared), it being understood that actual results may vary from such forecasts and that such variations may be material; provided that compliance with this Section 5.5(c) shall not be required so long as FNIS achieves and maintains at least two of the following three ratings: (i) a corporate credit rating of BBB- or higher from S&P, (ii) a corporate family rating of Baa3 or higher from Moody's and (iii) an issuer default rating of BBB- or higher from Fitch Ratings.

(d) **Unrestricted Subsidiaries.** If there are any Unrestricted Subsidiaries as of the last day of any fiscal quarter, simultaneously with the delivery of each set of consolidated financial statements referred to in (a) and (b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries from such consolidated financial statements.

(e) **Compliance Certification.** No later than five Business Days after the delivery of each set of consolidated financial statements referred to in Section 5.5(a) and (b) and concurrently with the delivery of each Seller Report referred to in Section 5.5(j) below, a duly completed Compliance Certificate signed by a Responsible Officer of the Servicer.

(f) **Public Statements.** Promptly after the same are publicly available, copies of each annual report, proxy or financial statement sent to the stockholders of FNIS, and copies of all annual, regular, periodic and special reports and registration statements (other than the exhibits thereto and any registration statements on Form S-8 or its equivalent) which FNIS files, copies of any report, filing or communication with the SEC under Section 13 or 15(d) of the 1934 Act, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto.

(g) **Defaults Under Other Agreements.** Promptly after the furnishing thereof, copies of any notices of default or acceleration received by any Transaction Party or notices of default or acceleration furnished by any Transaction Party to any holder of debt securities of any of the Restricted Companies pursuant to the terms of any documentation governing any Permitted Subordinated Indebtedness in a principal amount greater than the Threshold Amount and not otherwise required to be furnished to the Purchasers.

(h) **Material Investigations.** Promptly after the receipt thereof by a Specified Responsible Officer of the Servicer, copies of each notice or other correspondence received from any Governmental Authority concerning any material investigation or other material inquiry regarding any material violation of applicable Law by any Restricted Company which could reasonably be expected to have a Material Adverse Effect.

(i) **Other Information.** Promptly after any request therefor, such additional information regarding the business, legal, financial or corporate affairs of any Restricted Company, or compliance with the terms of the Transaction Documents, as the Agent or any Purchaser through the Agent may from time to time reasonably request.

(j) **Seller Report.** On or prior to the fifteenth Business Day of each calendar month, a report reflecting information as of the close of business of the Servicer for the immediately preceding

calendar month (each, a “Seller Report”), substantially in the form of Exhibit B hereto (with such modifications or additional information as reasonably requested by the Agent or by the Agent at the request of the Required Purchasers); provided that during the existence of a Triggering Event, on the second Business Day of each calendar week, the Servicer shall deliver a Seller Report relating to each Receivable Interest as of the close of business on the last day of the immediately preceding calendar week, except that, to the extent the information otherwise required to be set forth in a monthly Seller Report is not generally available to the Servicer on a weekly basis, the Seller Report shall be prepared on the basis of the aggregate amount of Collections from the Pool Receivables received by or on behalf of the Servicer as of the end of the immediately preceding calendar week and the aggregate of sales and billings of each Originator as of the end of the immediately preceding calendar week and otherwise on the basis of the applicable information contained in the most recent monthly Seller Report received by the Agent. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, so long as no Event of Termination has occurred and is continuing, the Seller, the Servicer, the Receivables Administrators and the Originators shall only be required to provide information (whether in the Seller Report, the Receivables Activity Report or otherwise) with respect to Pool Receivables on an aggregate basis for all Originators taken together (as opposed to on an individual basis for any Originator); provided, however, that in connection with any removal of an Originator by reason of a Guaranty Protection Termination pursuant to Section 2.3(a) of this Agreement and Section 7.03(d) of the Receivables Sale Agreement, the applicable Originator shall provide information reasonably acceptable to the Agent to identify the Pool Receivables of such Originator that are to be repurchased thereunder.

(k) **Net Receivables Pool Balance Report.** As soon as possible and in any event within two Business Days after a Specified Responsible Officer of the Servicer first becomes aware that any of the following is true: (i) the Net Receivables Pool Balance is less than 75% of the Net Receivables Pool Balance reflected in the most recent Seller Report delivered pursuant to clause (i) above, or (ii) the outstanding Capital exceeds the Net Receivables Pool Balance as a result of a decrease therein, a statement of a Responsible Officer of the Servicer setting forth details of such event and, in the case of clause (ii) such notice shall also include the amount of such excess.

(l) **Litigation, etc.** Promptly notify the Agent after a Specified Responsible Officer of the Servicer obtains knowledge of:

(i) the occurrence of any Triggering Event, Potential Event of Termination or Event of Termination; and

(ii) any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including any matter arising out of or resulting from (A) breach or non-performance of, or any default under, a Contractual Obligation of any Transaction Party or any Subsidiary, (B) any dispute, litigation, investigation, proceeding or suspension between any Transaction Party or any Restricted Subsidiary and any Governmental Authority, (C) the commencement of, or any material adverse development in, any litigation, investigation or proceeding affecting any Transaction Party or any Subsidiary, or (D) the occurrence of any ERISA Event.

Each notice pursuant to this Section 5.5(l) shall be accompanied by a written statement of a Responsible Officer of the Servicer (x) that such notice is being delivered pursuant to Section 5.5(l)(i) or (ii) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Servicer has taken and proposes to take with respect thereto. Each notice pursuant to Section 5.5(l)(i) shall describe with particularity to the extent known any and all provisions of this Agreement and any other Transaction Document in respect of which such Triggering Event, Potential Event of Termination or Event of Termination (as applicable) exists.

(m) **Information Regarding the Servicer and the Receivables Administrators.** Give the Agent written notice no later than the 15th day following the end of the month in which any change occurs with respect to any change in the Servicer's or any Receivables Administrator's (i) name, (ii) form of organization, (iii) jurisdiction of organization, (iv) organizational number or (v) Federal Taxpayer Identification Number.

(n) **Other.** Promptly, from time to time, such other information, documents, records or reports respecting this Agreement or the other Transaction Documents, the Receivables, the Related Security, the Contracts, the Restricted Accounts or the condition or operations, financial or otherwise, of any Transaction Party as the Agent may from time to time reasonably request.

Documents required to be delivered pursuant to clauses (a), (b) and (f) of this Section 5.5 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (a) on which FNIS posts such documents, or provides a link thereto on FNIS's website on the Internet at www.investor.fidelityinfoservices.com/sec.cfm; or (b) on which such documents are posted on FNIS's behalf on IntraLinks or other relevant website, to which each Purchaser and the Agent are granted access (whether a commercial, third-party website or whether sponsored by the Agent); provided that FNIS shall notify (which may be by facsimile or electronic mail or by an automated electronic alert of a posting) the Agent of the posting of any such documents which notice may be included in the certificate delivered pursuant to Section 5.5(e). Except for such certificate, the Agent shall have no obligation to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by FNIS with any such request for delivery, and each Purchaser shall be solely responsible for requesting delivery to it or maintaining its copies of such documents. The Servicer hereby acknowledges that the Agent and/or the Arranger will make available to the Purchasers materials and/or information provided by or on behalf of the Servicer hereunder by posting the FNIS Materials on IntraLinks or another similar electronic system.

Section 5.6 Negative Covenants of the Servicer.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Yield or other Obligations (other than contingent indemnification obligations) of the Seller remain unpaid under this Agreement, the Servicer shall not:

(a) **Change in Business Lines or Credit and Collection Policy.** Engage to any material extent in any business other than any of the businesses in which it is engaged on the Closing Date, and any business reasonably related, incidental, complementary or ancillary thereto or extensions, expansions or developments thereof, or make any change in the Credit and Collection Policy, in either case, that would be reasonably likely to materially impair the collectability of the Pool Receivables.

(b) **Organizational Documents; Change of Name, Etc.**

(i) Amend, supplement or otherwise modify the Organization Documents of the Seller without the consent of the Agent (not to be unreasonably withheld or delayed).

(ii) Change, or cause any other Transaction Party to change, its name, form of organization or jurisdiction of organization, unless, prior to the effective date of any such change, if such change adversely affects the rights of the Agent under then existing Control Agreements with such Transaction Party to take control of the Restricted Accounts pursuant to Section 6.3(a), the Servicer delivers to the Agent new Control Agreements executed by such Transaction Party and the relevant banks, to the extent

necessary to reflect such changes and to continue to enable the Agent to exercise such rights.

(c) **Accounting.** Cause or permit the Seller to account for (including for accounting and tax purposes) or otherwise treat the transactions contemplated by the Receivables Sale Agreement in any manner other than as sales of Receivables by any Originator to the Seller, or to account for (other than for tax purposes) or otherwise treat the transactions contemplated by this Agreement in any manner other than as sales of Receivable Interests by the Seller to the Agent for the account of the Purchasers.

(d) **Extension or Amendment of Receivables.** Except as otherwise permitted in Section 6.2, extend, amend or otherwise modify the terms or Outstanding Balance of any Pool Receivable, or extend, amend, modify or waive any term or condition of any Contract related thereto.

(e) **Change in Payment Instructions to Obligors.** Add or terminate any bank as a Lock-Box Bank or any Deposit Account as a Lock-Box Account from those listed in Schedule I, or make any change in the instructions to Obligors regarding payments to be made to any Lock Box or Lock-Box Account, unless the Agent shall have received at least 10 Business Days' prior written notice of such addition, termination or change and shall have received, with respect to each new Lock-Box Account, a Shifting Control Deposit Account Agreement executed by the Lock-Box Bank that maintains such Lock-Box Account and the Seller, the Servicer or the relevant Receivables Administrator, as applicable.

(f) **Deposits to Lock-Box Accounts.** Deposit or otherwise credit, or cause or grant permission to be so deposited or credited, to any Restricted Account (other than a Lock-Box Account) cash or cash proceeds in an amount exceeding \$100,000 in the aggregate other than Collections of Pool Receivables (provided, however, that the Servicer shall be deemed not to have violated this covenant if, within five Business Days after any Specified Responsible Officer of Servicer learns that cash or cash proceeds in an aggregate amount exceeding \$100,000 have been incorrectly deposited or credited to any Restricted Account, the Servicer removes such cash or cash proceeds from such Restricted Account (or, with respect to Restricted Accounts then under the exclusive control of Agent, notifies the Agent that such removal is required).

(g) **Voluntary Petitions.** Cause the Seller to file a voluntary petition under the Bankruptcy Code or any other bankruptcy or insolvency laws so long as the Seller is not "insolvent" within the meaning of the Bankruptcy Code, and unless, and only unless, such filing has been authorized in accordance with the Seller's Organization Documents.

(h) **Maintenance of Seller's Separate Existence.** Take any action, or omit to take any action, if the effect is to cause the Seller to fail to perform or observe in any material respect the covenants contained in Section 5.1(d) and Section 5.1(j) above or to otherwise cause the Seller not to be considered as legal entity separate and distinct from any Originator or any other Affiliates.

ARTICLE VI

ADMINISTRATION AND COLLECTION

Section 6.1 Designation of the Servicer.

(a) The Pool Receivables shall be serviced, administered and collected by the Person (the "Servicer") designated to do so from time to time in accordance with this Section 6.1. Until the Agent designates a new Servicer in accordance with Section 6.1(c), FNIS is hereby designated as, and hereby agrees to perform the duties and obligations of, the Servicer pursuant to the terms hereof.

(b) The Servicer may subcontract with each Originator to service, administer or collect the Pool Receivables that any Originator creates, and may, with the prior consent of the Agent (such consent not to be unreasonably withheld or delayed), subcontract with any other Person to service, administer or collect the Pool Receivables (it being understood and agreed that by its execution of this Agreement, the Agent hereby consents to the subcontract between the Servicer and each Receivables Administrator with respect to the service, administration and collection of the Pool Receivables); provided that such other Originator or other Person (including the Receivables Administrators) with whom the Servicer so subcontracts shall not become the Servicer hereunder and the Servicer shall remain liable for the performance of the duties and obligations of the Servicer pursuant to the terms hereof.

(c) The Agent may at any time following the occurrence of an Event of Termination designate as the Servicer any Person (including itself) to succeed the Servicer (and any subcontractor retained by such Servicer) or any successor Servicer, if such Person (other than itself) shall agree in writing to perform the duties and obligations of the Servicer pursuant to the terms hereof.

Section 6.2 Duties of the Servicer.

(a) The Servicer shall take or cause to be taken all such commercially reasonable actions as may be necessary to collect each Pool Receivable from time to time, all in accordance with applicable laws, rules and regulations, with reasonable care and diligence, and in accordance in all material respects with the Credit and Collection Policy. Each of the Seller, the Purchasers and the Agent hereby appoints as its agent the Servicer, from time to time designated pursuant to Section 6.1, to enforce its respective rights and interests in and under the Pool Receivables, the Related Security and the related Contracts.

(b) Unless an Event of Termination shall have occurred and be continuing, the Servicer may, in accordance with the Credit and Collection Policy, (i) extend the maturity or adjust the Outstanding Balance of any Receivable as the Servicer may determine to be appropriate in the Servicer's reasonable judgment to maximize Collections thereof, (ii) extend the term of any Contract and (iii) amend, modify or waive any other terms and conditions of any Contract.

(c) The Servicer shall administer the Collections in accordance with the procedures described herein and in Sections 2.6, 2.7, 2.8 and 2.9. The Servicer shall as soon as practicable following receipt, turn over to the Seller any cash collections or other cash proceeds (or checks or other forms of payment) received with respect to Receivables not constituting Pool Receivables.

(d) The Servicer shall hold in trust for the Seller and each Purchaser, in accordance with their respective interests, all Records that evidence or relate to the Pool Receivables. The Servicer shall, upon the occurrence and during the continuance of any Event of Termination, and at the request of the Agent, provide to the Agent the Records with respect to the Pool Receivables, provided that, in the case of Records consisting of computer programs, data processing software and any other intellectual property under license from third parties, the Servicer will make available such Records only to the extent that the license for such property so permits.

Section 6.3 Rights of the Agent.

(a) The Seller, the Servicer and the Receivables Administrator each hereby transfer to the Agent control of (x) the Lock-Box Accounts to which the Obligors of Pool Receivables shall make payments and (y) the other Restricted Accounts, and shall take any further action that the Agent may reasonably request to effect such transfer.

(b) At any time during the continuance of an Event of Termination:

(i) The Agent may notify, at the Seller's expense, the Obligors of Pool Receivables, or any of them, of the ownership of Receivable Interests by the Purchasers.

(ii) The Agent may direct the Obligors of Pool Receivables, or any of them, to make payment of all amounts due or to become due to the Seller under any Pool Receivable directly to the Agent or its designee.

(iii) The Seller and the Servicer each shall, at the Agent's request and at the Seller's expense, give notice of such ownership to such Obligors and direct them to make such payments directly to the Agent or its designee.

(iv) The Seller and the Servicer each shall, at the Agent's request, (A) assemble, and make available to the Agent at a place reasonably selected by the Agent or its designee, all of the Records which evidence or relate to the Pool Receivables, and the related Contracts and Related Security, or which are otherwise necessary to collect the Pool Receivables, provided that, in the case of Records consisting of computer programs, data processing software and any other intellectual property under license from third parties, the Servicer will make available such Records only to the extent that the license for such property so permits, and provided, further, that during the continuance of an Event of Termination, the Seller and the Servicer each shall, at the Agent's request, commence the process of assembling such Records, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections or other proceeds of Pool Receivables in a manner reasonably acceptable to the Agent and shall, promptly upon receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Agent or its designee.

(v) The Agent may take any and all commercially reasonable steps in the Seller's or the Servicer's name and on behalf of the Seller and the Purchasers necessary, in the reasonable determination of the Agent, to collect all amounts due under any and all Pool Receivables, including, without limitation, endorsing the Seller's, or the Servicer's name on checks and other instruments representing Collections or other proceeds of Pool Receivables, enforcing such Pool Receivables and the related Contracts, and adjusting, settling or compromising the amount or payment thereof, in the same manner and to the same extent as the Seller or the Servicer might have done.

(c) At any time during the continuance of a Triggering Event, the Agent may, upon the instructions of the Required Purchasers and at the Seller's expense, request any of the Obligors of Pool Receivables to confirm the Outstanding Balance of such Obligor's Pool Receivables.

Section 6.4 Certain Responsibilities.

Anything herein to the contrary notwithstanding:

(a) The Seller, the Servicer and each Originator shall perform all of its obligations (if any) under the Contracts related to the Pool Receivables to the same extent as if Receivable Interests had not been sold hereunder and the exercise by the Agent of its rights hereunder shall not release the Seller or the Servicer from such obligations or its obligations with respect to Pool Receivables or under the related Contracts; and

(b) Neither the Agent nor the Purchasers shall have any obligation or liability with respect to any Pool Receivables or related Contracts, nor shall any of them be obligated to perform any of the obligations of the Seller or any Originator thereunder.

Section 6.5 Further Assurances.

(a) Subject to the last sentence of Section 5.5(j), the Seller and the Servicer each agrees that from time to time, at the Seller's expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Agent may reasonably request, in order to perfect, protect or more fully evidence or maintain the validity and effectiveness of the Receivable Interests purchased by the Purchasers hereunder, to carry out more effectively the purposes of the Transaction Documents and to enable any of them or the Agent to exercise and enforce any of their respective rights and remedies under the Transaction Documents. Without limiting the generality of the foregoing, the Seller and the Servicer each will upon the request of the Agent, in order to perfect, protect or evidence such Receivable Interests: (i) file or cause to be filed such financing or continuation statements, or amendments thereto or assignments thereof, and such other instruments or notices, as may be necessary, or as the Agent may reasonably request; (ii) during the continuance of any Event of Termination, mark conspicuously each invoice evidencing each Pool Receivable with a legend stating that such Pool Receivable and related Contract has been sold, transferred and assigned to the Purchasers; and (iii) during the continuance of any Event of Termination, mark its master data processing records evidencing such Pool Receivables and related Contracts with such legend. The Servicer also agrees to provide to the Agent, from time to time upon request, evidence reasonably satisfactory to the Agent as to the perfection and priority of the Liens created or intended to be created by the Transaction Documents. Notwithstanding anything to the contrary in this Agreement or any Transaction Document, in no event will any Transaction Party be required (nor shall the Agent or any Purchaser be entitled) to notify any Obligor of the sale of its Receivables or any Related Security to the Seller (or the subsequent sale thereof by the Seller to the Purchasers) unless an Event of Termination then exists, it being understood and agreed that this sentence shall not in any way limit the ability of the Agent to file financing statements and other similar documents that are contemplated by Section 6.5(b).

(b) The Seller hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto and assignments thereof, relating to all or any of the Contracts, or Pool Receivables and the Related Security and Collections with respect thereto, now existing or hereafter arising, without the signature of the Seller where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering all or any of the Contracts, or Pool Receivables and the Related Security and Collections with respect thereto shall be sufficient as a financing statement where permitted by law.

(c) If the Servicer or the Seller fails to perform any agreement contained herein, then after notice to the Servicer or the Seller, as applicable, the Agent may itself perform, or cause performance of, such agreement, and the reasonable costs and expenses of the Agent incurred in connection therewith shall be payable by the Seller under Section 10.1 or Section 11.5, as applicable.

ARTICLE VII

EVENTS OF TERMINATION

Section 7.1 Events of Termination.

If any of the following events ("Events of Termination") shall occur and be continuing:

(a) **Non-Payment.** The Seller or the Servicer fails to make any payment or deposit when and as required to be made herein and, except for deposits in respect of Capital, such failure continues for at least five consecutive Business Days; or

(b) **Specific Covenants.** (i) The Seller or the Servicer fails to perform or observe any term, covenant or agreement contained in Sections 5.1(b), 5.2(b), 5.3, 5.4(a) or 5.6 of this Agreement, (ii) any Originator fails to perform or observe any term, covenant or agreement contained in Sections 4.01(a) or 4.03 of the Receivables Sale Agreement or (iii) the Servicer or any Originator fails to perform or observe any term, covenant or agreement contained in Sections 3(a) or 5(a) of Annex C to the Guaranty, or Annex D to the Guaranty; or

(c) **Other Defaults.** Any Transaction Party fails to perform or observe any other covenant or agreement (not specified in Section 7.1(a) or (b) above) contained in any Transaction Document on its part to be performed or observed and such failure continues for 30 days after notice thereof from the Agent to the Seller and the Servicer, or solely with respect to a failure (i) of the Servicer to comply with Section 5.5(j) of this Agreement, 10 Business Days, after notice thereof by the Agent to the Servicer; provided, however, that a default under Section 5.3(b) shall not constitute an Event of Termination under this Section 7.1(c) if such default relates to a specific Pool Receivable and either (x) after giving effect to such default, no Shortfall Condition exists or (y) such default gives rise to an obligation of the Seller to make a payment under Section 2.9(c) in respect of the affected Pool Receivable and the Seller has made such payment in accordance with Section 2.9(c) and, after giving effect to such payment and, if applicable, any calculated reduction in Capital by an amount on deposit in the Cash Assets Account that is available for application therefor pursuant to Section 2.6 or 2.7, as applicable, the aggregate Receivable Interests would not exceed 100%; or

(d) **Representations and Warranties.** Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Transaction Party herein, in any other Transaction Document, or in any document required to be delivered in connection herewith or therewith (or any certification by a Responsible Officer of any Transaction Party expressly contemplated by this Agreement) shall be incorrect or misleading in any material and adverse respect when made or deemed made; provided, however, that any such breach of a representation or warranty or any such inaccuracy that relates to a specific Pool Receivable shall not constitute an Event of Termination under this Section 7.1(d) if either (x) after giving effect to such breach or inaccuracy, no Shortfall Condition exists or (y) such breach or inaccuracy gives rise to an obligation of the Seller to make a payment under Section 2.9(c) in respect of the affected Pool Receivable and the Seller has made such payment in accordance with Section 2.9(c) and, after giving effect to such payment and, if applicable, any calculated reduction in Capital by an amount on deposit in the Cash Assets Account that is available for application therefor pursuant to Section 2.6 or 2.7, as applicable, the aggregate Receivable Interests would not exceed 100%; or

(e) **Cross-Default.** Any Material Company (i) fails to make any payment after the applicable grace period with respect thereto, if any, (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness owed by one Restricted Company to another Restricted Company) having an aggregate outstanding principal amount of not less than the Threshold Amount; (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, (x) such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or (y) a mandatory offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (e)(ii) shall not

apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; (iii) an "Event of Default" shall exist under (as defined in) the FNIS Credit Agreement (or any refinancing thereof); or (iv) an "Event of Default" shall exist under (as defined in) the Metavante Credit Agreement (or any refinancing thereof); or

(f) **Insolvency Proceedings, Etc.** Any Material Company institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undischarged or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) **Inability to Pay Debts; Attachment.** (i) Any Material Company becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any Material Company in an amount exceeding the Threshold Amount, and is not paid, released, vacated or fully bonded within 60 days after its issue or levy; or

(h) **Judgments.** There is entered against any Material Company a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied coverage) and there is a period of 60 consecutive days during which such judgment has not been paid and during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) **ERISA.** (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of FNIS under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect, or (ii) FNIS or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect; or

(j) **Change of Control.** There occurs any Change of Control; or

(k) **Invalidity of Transaction Documents.** Any Transaction Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or as a result of acts or omissions by the Agent or any Purchaser (including, if applicable, the failure of the Agent to file UCC financing statements or continuations thereof), ceases to be in full force and effect in any material respect; or any Transaction Party contests in writing the validity or enforceability of any provision of any Transaction Document (it being understood and agreed that any informational notice delivered to the Agent or any Purchaser shall not be deemed to be a contest covered by this clause (k)); or any Transaction Party denies in writing that it has any or further liability or obligation under any Transaction Document (other than as a result of repayment in full of the Capital or as a result of the release of any Originator or Guarantor in accordance with the Transaction Documents), or purports in

writing to revoke or rescind any Transaction Document; or it becomes unlawful for any Transaction Party to perform its Obligations under the Transaction Documents in any material respect; or

(l) **Ownership Interests.** Any Purchase shall for any reason (other than pursuant to the terms hereof) cease to create, or any Receivable Interest shall for any reason cease to be, a valid and perfected first priority (subject to Permitted Liens) undivided percentage ownership interest or security interest to the extent of the pertinent Receivable Interest in each applicable Pool Receivable and the Related Security and Collections with respect thereto, except by reason of action taken voluntarily by the Agent, or the failure by the Agent to take action required to be taken by it under the Transaction Documents; provided, however, that any such event that relates to a specific Pool Receivable shall not constitute an Event of Termination under this Section 7.1(l) if either (x) after giving effect to the occurrence of such event, no Shortfall Condition exists or (y) the occurrence of such event gives rise to an obligation of the Seller to make a payment under Section 2.9(c) in respect of the affected Pool Receivable and the Seller has made such payment in accordance with Section 2.9(c) and, after giving effect to such payment and, if applicable, any calculated reduction in Capital by an amount held in the Cash Assets Account that is available for application therefor pursuant to Section 2.6 or 2.7, as applicable, the aggregate Receivable Interests would not exceed 100%; or

(m) **Net Receivables Pool Balance.** The Net Receivables Pool Balance shall be less than the Required Net Receivables Pool Balance (giving effect to any calculated reduction in Capital by an amount equal to the amount on deposit in the Cash Assets Account that is available for application therefor pursuant to Section 2.6 or 2.7, as applicable, as of the close of business on the relevant day of determination) for a period of two consecutive Business Days or more;

then, and in any such event, the Agent shall, at the request, or may with the consent, of the Required Purchasers, by notice to the Seller and the Servicer take any of the following actions: (i) replace the Person then acting as the Servicer, (ii) declare the Termination Date to have occurred, whereupon the Termination Date shall forthwith occur, without demand, protest or further notice of any kind, all of which are hereby expressly waived by each Transaction Party; provided, however, that upon the occurrence of a Termination Event described in subsection (f) of this Section 7.1 with respect to the Seller or the Servicer, or of an actual or deemed entry of an order for relief with respect to the Seller or the Servicer under the Bankruptcy Code, the Termination Date shall automatically occur, without demand, protest or notice of any kind, all of which are hereby expressly waived by the Seller and the Servicer and (iii) notify the Obligors of the Purchasers' interest in the Receivables. The aforementioned rights and remedies shall be without limitation, and shall be in addition to all other rights and remedies of the Agent and the Purchasers otherwise available under any other provision of this Agreement, by operation of law, at equity or otherwise, all of which are hereby expressly preserved, including, without limitation, all rights and remedies provided under the UCC, all of which rights shall be cumulative.

ARTICLE VIII

THE AGENT

Section 8.1 Authorization and Action.

(a) Each Purchaser hereby appoints JPMCB as the Agent hereunder and each Purchaser authorizes the Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Transaction Documents as are delegated to the Agent under such agreements and to exercise such powers as are reasonably incidental thereto. Without limiting the foregoing, each Purchaser hereby authorizes the Agent to execute and deliver, and to perform its

obligations under, each of the Transaction Documents to which the Agent is a party, to exercise all rights, powers and remedies that the Agent may have under such Transaction Documents.

(b) As to any matters not expressly provided for by this Agreement and the other Transaction Documents (including enforcement or collection), the Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Purchasers, and such instructions shall be binding upon all Purchasers; provided, however, that the Agent shall not be required to take any action that (i) the Agent in good faith believes exposes it to personal liability unless the Agent receives an indemnification satisfactory to it from the Purchasers with respect to such action or (ii) is contrary to this Agreement or applicable law. The Agent agrees to give to each Purchaser prompt notice of each notice given to it by the Seller, any Originator or the Servicer pursuant to the terms of this Agreement or the other Transaction Documents.

(c) In performing its functions and duties hereunder and under the other Transaction Documents, the Agent is acting solely on behalf of the Purchasers and its duties are entirely administrative in nature. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Transaction Document, the Agent shall have no duties or responsibilities, except those expressly set forth herein or therein, nor shall the Agent have or be deemed to have any fiduciary relationship with any Purchaser or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Transaction Document or otherwise exist against the Agent. The Agent may perform any of its duties under any Transaction Document by or through its agents or employees.

Section 8.2 Agent's Reliance, Etc.

Neither the Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them as Agent under or in connection with this Agreement or any other Transaction Document or any other instrument or document delivered pursuant hereto (including, without limitation, the Agent's servicing, administering or collecting Pool Receivables as Servicer pursuant to Section 6.1), or in respect of the transactions thereunder, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, except as otherwise agreed by the Agent and any Purchaser, the Agent: (i) may consult with legal counsel (including counsel for the Seller, the Servicer or any Originator), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Purchaser and shall not be responsible to any Purchaser for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or any other Transaction Document or any other instrument or document delivered pursuant hereto; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Transaction Document or any other instrument or document delivered pursuant hereto on the part of the Seller or any Originator or to inspect the property (including the books and records) of the Seller or any Originator; (iv) shall not be responsible to any Purchaser for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Transaction Document or any other instrument or document furnished pursuant hereto, or the perfection, priority or value of any ownership interest or security interest created or purported to be created hereunder or under the Receivables Sale Agreement; and (v) shall incur no liability under or in respect of this Agreement or any other Transaction Document or any other instrument or document delivered pursuant hereto by acting upon any notice (including notice by telephone), consent, certificate or other instrument or writing (which may be by telecopier, telegram, cable or telex) reasonably believed by it to be genuine and signed or sent by the proper party or parties.

Section 8.3 JPMCB and Affiliates.

With respect to any Capital or any Receivable Interest owned by it, JPMCB shall have the same rights and powers under this Agreement as any other Purchaser and may exercise the same as though it were not the Agent. JPMCB and its Affiliates may generally engage in any kind of business with the Seller or any Originator or any Obligor, any of their respective Affiliates and any Person who may do business with or own securities of the Seller or any Originator or any Obligor or any of their respective Affiliates, all as if JPMCB were not the Agent and without any duty to account therefor to the Purchasers.

Section 8.4 Purchase Decisions.

Each Purchaser acknowledges that it has, independently and without reliance upon the Agent or any of its Affiliates or any other Purchaser and based on such documents and information as it has deemed appropriate, made its own evaluation and decision to enter into this Agreement and to purchase undivided ownership interests in Pool Receivables hereunder. Each Purchaser also acknowledges that it shall, independently and without reliance upon the Agent, any of its Affiliates or any other Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under this Agreement.

Section 8.5 Indemnification.

The Purchasers agree to indemnify the Agent (to the extent not promptly reimbursed by the Seller or the Servicer), ratably according to their Ratable Portion from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of this Agreement or any other Transaction Document or any other instrument or document furnished pursuant hereto or any action taken or omitted by the Agent under this Agreement or any other Transaction Document or any such instrument or document; provided that no Purchaser shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's gross negligence or willful misconduct. Without limitation of the foregoing, the Purchasers agree to reimburse the Agent, ratably according to their Ratable Portion, promptly upon demand for any reasonable costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) payable by the Seller to the Agent under Section 11.5, to the extent that the Agent is not promptly reimbursed for such costs and expenses by the Seller.

Section 8.6 Successor Agent

The Agent may resign at any time by giving written notice thereof to the Purchasers and the Seller. Upon any such resignation, the Required Purchasers shall have the right to appoint a successor Agent, which successor agent shall be consented to by the Seller at all times other than during the existence of an Event of Termination under Section 7.1(f) (which consent of the Seller shall not be unreasonably withheld or delayed). If no successor Agent shall have been so appointed by the Required Purchasers, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the Purchasers and after consulting with the Purchaser and the Seller, appoint a successor Agent, selected from among the Purchasers. Upon the acceptance of any appointment as Agent by a successor Agent, such successor Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement and the other Transaction Documents. Prior to any retiring Agent's resignation hereunder as Agent, the retiring Agent shall take

such action as may be reasonably necessary to assign to the successor Agent its rights as Agent under the Transaction Documents. After such resignation, the retiring Agent shall continue to have the benefit of this Article VIII and Sections 10.1 and 11.5 as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Transaction Documents.

Section 8.7 Posting of Approved Electronic Communications.

(a) Subject to certain limited exceptions in respect of which the Servicer or the Seller has delivered prior written notice to the Agent, each of the Purchasers, the Servicer and the Seller agree that the Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Purchasers by posting such Approved Electronic Communications on IntraLinks^(tm) or a substantially similar electronic platform chosen by the Agent to be its electronic transmission system (the "Approved Electronic Platform").

(b) Although the primary web portal is secured with a dual firewall and a user ID/password authorization system and the Approved Electronic Platform is secured through a single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Purchasers, the Servicer and the Seller acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Purchasers, the Servicer and the Seller hereby approves, and the Servicer shall cause each Originator to approve, distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

(c) The Approved Electronic Communications and the Approved Electronic Platform are provided "as is" and "as available". None of the Agent or any of its Affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (the "Agent Affiliates") warrants the accuracy, adequacy or completeness of the Approved Electronic Communications and the Approved Electronic Platform and each expressly disclaims liability for errors or omissions not committed by it or in the absence of its gross negligence or willful misconduct in the Approved Electronic Communications and the Approved Electronic Platform. No warranty of any kind, express, implied or statutory (including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects) is made by the Agent Affiliates in connection with the Approved Electronic Platform.

(d) The Seller and the Servicer hereby acknowledge that certain of the Purchasers may be "public-side" Purchasers (i.e., Purchasers that do not wish to receive material non-public information with respect to FNIS or its securities) (each, a "**Public Purchaser**"). The Servicer and the Seller hereby agrees that (w) all Approved Electronic Communications that are to be made available to Public Purchasers shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Approved Electronic Communications "PUBLIC," the Servicer or the Seller (as applicable) shall be deemed to have authorized the Agent, the Arranger and the Purchasers to treat such Approved Electronic Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to FNIS or its securities for purposes of United States Federal and state securities laws; (y) all Approved Electronic Communications marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Agent and the Arranger shall treat any Approved Electronic Communications that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

ARTICLE IX

ASSIGNMENT OF RECEIVABLE INTERESTS

Section 9.1 Purchaser's Assignment of Rights and Obligations.

(a) Each Purchaser may assign all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Receivable Interests owned by it); provided, however, that (i) each such assignment shall be a constant, and not a varying, percentage of such Purchaser's rights and obligations under this Agreement and the Receivable Interests owned by it, (ii) in the case of any assignment by any Purchaser that is not assigning pursuant thereto all of its right and obligations under this Agreement, (A) the amount of the Commitment (determined as of the date of the applicable Assignment and Acceptance) being assigned pursuant to each such assignment shall be at least \$5,000,000, or (B) the aggregate amount of all Commitments (determined as of the date of the applicable Assignments and Acceptances) being assigned by such Purchaser on such date to two or more Assignees that are Approved Funds of such Purchaser or are Affiliates of each other shall be at least \$5,000,000 (or, in the case of (A) or (B), any smaller amount agreed upon by the Agent and the Seller), (iii) the parties to each such assignment shall execute and deliver to the Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with (except in the case of an assignment to another Purchaser or an Affiliate or an Approved Fund of such Purchaser) a processing and recording fee of \$3,500 (provided that only one such fee shall be required in the case of multiple assignments by a Purchaser on a single day to funds that invest in bank loans and financial assets of a type similar to the Receivable Interests that are advised by the same investment adviser if such funds are not Approved Funds) and (iv) except in the case of an assignment by a Purchaser to an Affiliate of such Purchaser, to another Purchaser or to an Approved Fund of such Purchaser, the consent of the Agent and, unless an Event of Termination has occurred and is continuing, the Seller shall first have been obtained (which consent may not be unreasonably withheld); and provided, further, that any assignment to an Approved Fund of a Purchaser that is a collateralized debt obligation vehicle shall permit a pledge by such Assignee of the assigned rights and obligations in favor of an indenture trustee for the securities issued by such Assignee. Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the later of (x) the date the Agent receives the executed Assignment and Acceptance and (y) the date of such Assignment and Acceptance, (1) the Assignee thereunder shall be a party hereto and shall have all the rights and obligations of a Purchaser hereunder and (2) the assigning Purchaser shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such assignment and acceptance, relinquish its rights and be released from its obligations under this Agreement.

(b) By executing and delivering an Assignment and Acceptance, the assigning Purchaser and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Purchaser makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Transaction Document or any other instrument or document furnished pursuant hereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Transaction Document or any other instrument or document furnished pursuant hereto, or the perfection, priority or value of any ownership interest or security interest created or purported to be created hereunder or under the Receivables Sale Agreement; (ii) the assigning Purchaser makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Seller, the Servicer or any Originator or the performance or observance by the Seller, the Servicer or any Originator of any of their respective obligations under this Agreement or any other Transaction Document or any other instrument or document furnished pursuant hereto; (iii) such Assignee confirms that it has received copies of this

Agreement and the other Transaction Documents, together with such other documents and information as it has deemed appropriate to make its own analysis and decision to enter into such Assignment and Acceptance; (iv) such Assignee will, independently and without reliance upon the Agent, any of its Affiliates, the assigning Purchaser or any other Purchaser and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under this Agreement and the other Transaction Documents and the other instruments and documents furnished pursuant hereto; (v) such Assignee appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the other Transaction Documents and the other instruments and documents furnished pursuant hereto as are delegated to the Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) such Assignee appoints as its agent the Servicer from time to time designated pursuant to Section 6.1 to enforce its respective rights and interests in and under the Pool Receivables and the Related Security and Collections with respect thereto and the related Contracts; and (vii) such Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Purchaser.

(c) Upon its receipt of an Assignment and Acceptance executed by any assigning Purchaser and an Assignee, the Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit A hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register, and (iii) give prompt notice thereof to the Seller and the Servicer.

(d) Any Purchaser may, in connection with any assignment or proposed assignment pursuant to Section 9.1, disclose to the assignee or proposed assignee any information relating to any Transaction Party or any Subsidiary furnished to the Purchasers by or on behalf of such Transaction Party or such Subsidiary, as applicable; provided that, prior to any such disclosure, each such assignee or proposed assignee shall execute an agreement whereby such assignee or proposed assignee shall agree (subject to customary exceptions) to preserve the confidentiality of any confidential information relating to the Transaction Parties and any Subsidiary received from the Agent or the Purchasers.

(e) Notwithstanding anything to the contrary contained herein, any Purchaser (a "Granting Purchaser") may grant to a special purpose funding vehicle (an "SPC") of such Granting Purchaser, identified as such in writing from time to time by the Granting Purchaser to the Agent and the Seller, the option to provide to the Seller all or any part of any Purchase that such Granting Purchaser would otherwise be obligated to make to the Seller pursuant to Section 2.2, provided that (i) nothing herein shall constitute a commitment to make any Purchase by any SPC and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Purchase, the Granting Purchaser shall be obligated to make such Purchase pursuant to the terms hereof. The making of a Purchase by an SPC hereunder shall be deemed to utilize the Commitments of all the Purchasers to the same extent, and as if, such Purchase were made by the Granting Purchaser. Each party hereto hereby agrees that no SPC shall be liable for any payment under this Agreement for which a Purchaser would otherwise be liable, for so long as, and to the extent, the related Granting Purchaser makes such payment. In furtherance of the foregoing, each party hereto hereby agrees that, prior to the date that is one year and one day after the payment in full of all outstanding senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or similar proceedings under the laws of the United States of America or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.1, any SPC may assign all or a portion of its interests in any Receivable Interests to its Granting Purchaser or to any financial institutions providing liquidity and/or credit facilities to or for the account of such SPC to fund the Purchases made by such SPC or to support the securities (if any) issued by such SPC to fund such Purchases; provided, however, that except in the case of an assignment to a Granting Purchaser or a

financial institution that is either an affiliate of such SPC or another Purchaser, the Agent and, unless an Event of Termination has occurred and is continuing, the Seller must consent to such assignment in writing (which consent may not be unreasonably withheld). Each SPC shall execute an agreement whereby such SPC shall agree (subject to customary exceptions) to preserve the confidentiality of any confidential information relating to the Transaction Parties and its Affiliates received from the Agent or Purchasers.

Section 9.2 The Register.

The Agent, acting solely for this purpose as an agent of the Seller, shall maintain at its office referred to in Section 11.3 a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Purchasers and the Commitment of, and each Receivable Interest owned by, each Purchaser from time to time, which Register shall be available for inspection by the Seller or any Purchaser (but, in the case of any Purchaser, only with respect to the entries in the Register applicable to such Purchaser and the names of any other Purchasers) at any reasonable time upon reasonable prior notice. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the parties hereto shall treat each Person whose name is recorded in the Register as a Purchaser hereunder for all purposes of this Agreement. No Assignment and Acceptance shall be effective until it is entered in the Register.

Section 9.3 Participations.

With the prior written consent of the Agent, each Purchaser may sell participations to one or more Persons in or to all or a portion of its rights and obligations under the Transaction Documents (including all its rights and obligations with respect to Receivable Interests). The terms of such participation shall not, in any event, require the participant's consent to any amendments, waivers or other modifications of any provision of any Transaction Documents, the consent to any departure by any Transaction Party therefrom, or to the exercising or refraining from exercising any powers or rights such Purchaser may have under or in respect of the Transaction Documents (including the right to enforce the obligations of any Transaction Party), except if any such amendment, waiver or other modification or consent would reduce the amount, or postpone any date fixed for, any amount (whether of Capital, Yield or fees) payable to such participant under the Transaction Documents, to which such participant would otherwise be entitled under such participation. In the event of the sale of any participation by any Purchaser, (w) such Purchaser's obligations under the Transaction Documents shall remain unchanged, (x) such Purchaser shall remain solely responsible to the other parties for the performance of such obligations, (y) such Purchaser shall remain the holder of such Capital for all purposes of this Agreement and (z) the Seller, the Agent and the other Purchasers shall continue to deal solely and directly with such Purchaser in connection with such Purchaser's rights and obligations under this Agreement. Each participant shall be entitled to the benefits of Sections 2.12(a), 2.13 and 2.14 as if it were a Purchaser; provided, however, that anything herein to the contrary notwithstanding, the Seller shall not, at any time, be obligated to make under Section 2.12(a), 2.13 or 2.14 to the participants in the rights and obligations of any Purchaser (together with such Purchaser) any payment in excess of the amount the Seller would have been obligated to pay to such Purchaser in respect of such interest had such participation not been sold. Any Purchaser may, in connection with any participation or proposed participation pursuant to Section 9.3, disclose to the participant or proposed participant any information relating to any Transaction Party or any Subsidiary furnished to the Purchasers by or on behalf of such Transaction Party or such Subsidiary, as applicable; provided that, prior to any such disclosure, each such participant or proposed participant shall execute an agreement whereby such participant or proposed participant shall agree (subject to customary exceptions) to preserve the confidentiality of any confidential information relating to the Transaction Parties and any Subsidiary received from the Agent or the Purchasers. Each Purchaser that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Seller,

maintain a register on which it enters the name and address of each participant and the amounts of each participant's participation (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Purchaser shall treat each such Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

ARTICLE X

INDEMNIFICATION

Section 10.1 Indemnities.

Without limiting any other rights that any Indemnified Party may have hereunder or under applicable law, and whether or not any of the transactions contemplated hereby are consummated, (A) the Seller hereby agrees, severally and not jointly, to indemnify each Indemnified Party from and against, and hold each thereof harmless from, any and all claims, losses, liabilities, costs and expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses of one counsel to all Indemnified Parties, exclusive of one local counsel to all Indemnified Parties in each relevant jurisdiction, unless (x) the interests of the Agent and the Purchasers are sufficiently divergent, in which case one additional counsel may be appointed or (y) the interests of any Purchaser or group of Purchasers (other than all of the Purchasers) are distinctly or disproportionately affected, in which case one additional counsel for such Purchaser or group of Purchasers may be appointed) (all of the foregoing being collectively referred to as "**Indemnified Amounts**") arising out of, or resulting from, in whole or in part, one or more of the following: (a) this Agreement or any other Transaction Document (other than the Guaranty or the Servicer's activities as Servicer) to which it is a party; (b) the use of proceeds of any Purchase or reinvestment; (c) the interest of any Purchaser in any Receivable, any Contract or any Related Security; or (d) any transaction contemplated by this Agreement or any other Transaction Document (other than the Guaranty) to which it is a party; and (B) the Servicer hereby agrees, severally and not jointly, to indemnify each Indemnified Party for Indemnified Amounts arising out of or resulting from the Guaranty or the Servicer's activities as Servicer hereunder or under the other Transaction Documents; excluding, however, in all of the foregoing instances under clauses (A) and (B) above, Indemnified Amounts (1) to the extent resulting from (x) the gross negligence or willful misconduct on the part of such Indemnified Party as determined by the final non-appealable judgment of a court of competent jurisdiction or, (y) the failure to collect amounts in respect of a Pool Receivable, to the extent such failure results from a discharge of the Obligor with respect thereto in a proceeding in respect of such Obligor under applicable bankruptcy laws or otherwise results from the Obligor's financial inability to pay such amounts or (2) that are subject to the exclusions from reimbursement or payment therefor under Section 2.14. Neither any Indemnified Party nor any Transaction Party shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Transaction Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Without limiting or being limited by the foregoing and whether or not any of the transactions contemplated hereby are consummated, the applicable Seller Party shall pay within ten Business Days after demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts which relate to or result from, or which would not have occurred but for, one or more of the following:

- (i) any Receivable becoming a Pool Receivable which is stated to be, but is not, an Eligible Receivable;
- (ii) any representation or warranty or statement made or deemed made by such Seller Party (or any of its officers) under or in connection with this Agreement or

any other Transaction Document or any Seller Report or other document delivered or to be delivered in connection herewith or with any other Transaction Document being incorrect in any material respect when made or deemed made or delivered;

(iii) the failure by such Seller Party to comply with any applicable law, rule or regulation with respect to any Pool Receivable or the related Contract or any Related Security with respect thereto; or the failure of any Pool Receivable or the related Contract or any Related Security with respect thereto to conform to any such applicable law, rule or regulation;

(iv) the failure to vest in the Purchaser of a Receivable Interest a first priority (subject to Permitted Liens) perfected undivided percentage ownership interest, to the extent of such Receivable Interest, in each Receivable in, or purported to be in, the Receivables Pool and the Related Security and Collections in respect thereof, free and clear of any Lien (except for Liens created pursuant to the Transaction Documents and Permitted Liens); or the failure of the Seller to have obtained a first priority perfected ownership interest in the Pool Receivables and the Related Security and Collections with respect thereto transferred or purported to be transferred to the Seller under the Receivables Sale Agreement, free and clear of any Lien (except for Liens created pursuant to the Transaction Documents and Permitted Liens);

(v) the failure of such Seller Party to have filed, or any delay by such Seller Party in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Receivable in, or purported to be in, the Receivables Pool and the Related Security and Collections in respect thereof, whether at the time of any Purchase or reinvestment or at any subsequent time;

(vi) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of any Obligor to the payment of any Receivable in, or purported to be in, the Receivables Pool (including, without limitation, any defense based on the fact or allegation that such Receivable or the related Contract is not a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of the goods or services related to such Receivable or the furnishing or failure to furnish such goods or services;

(vii) any failure of such Seller Party to perform its duties or obligations in accordance with the provisions of this Agreement or any other Transaction Document or to perform its duties or obligations under any Contract;

(viii) any product liability, personal injury, copyright infringement, theft of services, property damage, or other breach of contract, antitrust, unfair trade practices or tortious claim arising out of or in connection with the subject matter of any Contract or out of or in connection with any transaction contemplated by this Agreement, any other Transaction Document or any other instrument or document furnished pursuant hereto or such Contract;

(ix) the commingling by such Seller Party of Collections of Pool Receivables at any time with other funds;

(x) any action or omission by such Seller Party reducing or impairing the rights of any Purchaser of a Receivable Interest under this Agreement, any other Transaction Document or any other instrument or document furnished pursuant hereto or thereto or with respect to any Pool Receivable;

(xi) any cancellation or modification of a Pool Receivable, the related Contract or any Related Security, whether by written agreement, verbal agreement, acquiescence or otherwise, unless such cancellation or modification was made in accordance with the Credit and Collection Policies or by or with the express consent of the Agent or a Servicer that is not an Originator or an Affiliate of an Originator; provided that in no event shall Indemnified Amounts include any unpaid portion of a Pool Receivable effected by any such cancellation or modification;

(xii) any investigation, litigation or proceeding related to or arising from this Agreement, any other Transaction Document or any other instrument or document furnished pursuant hereto or thereto, or any transaction contemplated by this Agreement or any Contract or the use of proceeds from any Purchase or reinvestment pursuant to this Agreement, or the ownership of, or other interest in, any Receivable, the related Contract or Related Security;

(xiii) the existence of any Lien (except for Liens created pursuant to the Transaction Documents and Permitted Liens) against or with respect to any Restricted Account or any Pool Receivable, the related Contract or the Related Security or Collections with respect thereto;

(xiv) any failure by such Seller Party to pay when due any taxes, including without limitation sales, excise or personal property taxes, payable by such Seller Party in connection with any Receivable or the related Contract or any Related Security with respect thereto;

(xv) any claim brought by any Person other than an Indemnified Party arising from any activity of such Seller Party in servicing, administering or collecting any Pool Receivable; or

(xvi) any failure by any Lock-Box Bank or other depository bank at which a Restricted Account is maintained to comply with the terms of the Transaction Document governing such Restricted Account to which it is a party.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Amendments, Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Seller or the Servicer therefrom, shall be effective unless in a writing signed by the Agent and the Required Purchasers and, in the case of any such amendment, the Seller and the Servicer and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) without the prior written consent of each Purchaser,

(A) amend the definitions of "Super-Majority Purchasers" or "Required Purchasers"; or

(B) amend, modify or waive any provision of this Agreement in any way which would

(1) reduce the amount of a Capital Investment or Yield that is payable on account of any Receivable Interest or delay any scheduled date for payment thereof or reduce the Applicable Margin or change the order of application of Collections to the payment thereof, or

(2) reduce fees payable by the Seller to or for the account of such Purchaser hereunder or delay the dates on which such fees are payable, or

(C) change the percentage of Commitments, or the number of Purchasers, which shall be required for the Purchasers or any of them to take any action hereunder, or

(D) amend this Section 11.1, or

(E) extend the Commitment Termination Date;

(ii) without the consent of the applicable Purchaser, increase the Commitment of such Purchaser, subject such Purchaser to any additional obligations, or decrease the Receivable Interest of such Purchaser; and

(iii) without the consent of the Super-Majority Purchasers,

(A) reduce the Reserve Percentage, or

(B) amend the definition of "Eligible Receivables" in any way which would add new categories thereof or otherwise increase the Net Receivables Pool Balance after giving effect to such amendment;

provided, however, that the Agent shall not, without the prior written consent of the Required Purchasers, either agree to any amendment or waiver of any other provision of the Guaranty or other Transaction Document or consent to any departure from the Guaranty or other Transaction Document by any party thereto, and provided further, that no amendment, waiver or consent shall, unless in writing and signed by the Agent in addition to the Purchasers required above to take such action, affect the rights or duties of the Agent under this Agreement or the other Transaction Documents.

(b) Notwithstanding anything to the contrary contained in this Section 11.1, in the event that the Seller requests that this Agreement be modified or amended in a manner that would require the unanimous consent of all the Purchasers and such modification or amendment is agreed to by the Required Purchasers, then with the consent of the Seller and the Required Purchasers, the Seller and the Required Purchasers shall be permitted to amend this Agreement without the consent of the Purchaser or Purchasers that did not agree to the modification or amendment requested by the Seller (such Purchaser or Purchasers, collectively the "Dissenting Purchasers") to provide for (i) the termination of the Commitment of each of the Dissenting Purchasers, (ii) the addition to this Agreement of one or more other financial institutions, or an increase in the Commitment of one or more of the Required Purchasers

(with the written consent thereof), so that the total Commitment after giving effect to such amendment shall be in the same amount as the total Commitment immediately before giving effect to such amendment, (iii) if any Capital Investments are outstanding at such time, the making of such additional Capital Investments by such new financial institutions or Required Purchaser or Purchasers, as the case may be, as may be necessary to repay in full, at par, the outstanding Capital Investments of the Dissenting Purchasers immediately before giving effect to such amendment and (iv) such other modifications to this Agreement as may be appropriate to effect the foregoing clauses (i), (ii) and (iii).

(c) It is understood that the operation of Section 2.20 in accordance with its terms is not an amendment subject to this Section 11.1.

(d) No failure on the part of any Purchaser or the Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 11.2 Right of Set-off.

Each Purchaser is hereby authorized by the Seller upon the occurrence and during the continuance of an Event of Termination, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Purchaser to or for the credit or the account of the Seller against any and all of the obligations of the Seller now or hereafter existing under this Agreement to such Purchaser, irrespective of whether or not any formal demand shall have been made under this Agreement and although such obligations may be unmatured. Each Purchaser agrees promptly to notify the Seller after any such setoff and application; provided, however, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Purchaser under this Section 11.2 are in addition to other rights and remedies (including, without limitation, other rights of setoff) which such Purchaser may have.

Section 11.3 Notices, Etc.

All notices and other communications hereunder shall, unless otherwise stated herein, be given in writing or by any telecommunication device capable of creating a written record (including, with respect to Approved Electronic Communications and other notices and communications described below, electronic mail), (i) to each of the Seller, the Servicer, the Agent and the Initial Purchasers, at its address set forth under its name on the signature pages hereof, (ii) to each Purchaser other than the Initial Purchasers, at its address specified on the Assignment and Acceptance pursuant to which it became a Purchaser hereunder or (iii) to any party hereto at such other address as shall be designated by such party in a notice to the other parties hereto given as provided herein.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given or made on the date of receipt if delivered by hand or overnight courier service or sent by telecopy equipment of the sender, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.3 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.3.

Notices and other communications to the Purchasers hereunder not constituting Approved Electronic Communications may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent; provided that the foregoing shall not apply to notices pursuant to Article II or III unless otherwise agreed by the Agent and the applicable Purchaser. Each of the Agent,

the Seller and the Servicer may, in its discretion, agree to accept notices and other communications to it hereunder or under any other Transaction Document that do not constitute Approved Electronic Communications, by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Section 11.4 Binding Effect; Assignability.

This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and assigns, except that neither the Seller, any Originator nor the Servicer shall have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of all Purchasers. This Agreement shall create and constitute the continuing obligation of the parties hereto in accordance with its terms, and shall remain in full force and effect until such time, after the Termination Date, as no Capital or any other obligation (other than contingent indemnification obligations) of the Seller, any Originator or the Servicer under any Transaction Document shall be outstanding; provided, however, that rights and remedies with respect to the provisions of Sections 2.12, 2.13, 2.14, 10.1, 11.5, 11.6, and 11.9 shall be continuing and shall survive any termination of this Agreement.

Section 11.5 Costs and Expenses.

The Seller shall pay (i) all reasonable out-of-pocket expenses incurred by the Agent, including the reasonable fees, charges and disbursements of a single firm of attorneys acting as counsel to the Agent and any local counsel retained by them, in connection with the syndication of the receivables facilities provided for herein, the preparation and administration of the Transaction Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all reasonable out-of-pocket expenses incurred by the Agent or any Purchaser, including the fees, charges and disbursements of any counsel for the Agent or any Purchasers, in connection with the enforcement or protection of its rights in connection with any Transaction Document, including its rights under this Section, or in connection with the Receivable Interests, including all such out-of-pocket expenses incurred during any workout or restructuring in respect of such Receivable Interests. It is understood that reimbursement of the Agent in respect of matters covered by Section 5.1(f) and Section 5.4(e) of this Agreement is subject to the applicable limitations specified herein.

Section 11.6 Confidentiality.

Each of the Agent, the Purchasers and the SPC's (as defined in Section 9.1(e)) agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information, will have agreed or otherwise be obligated to keep such Information confidential, and the applicable Agent or Purchaser shall be responsible for compliance by such persons with such obligations), (b) to the extent required or requested by any regulatory authority having jurisdiction over the applicable Agent or Purchaser, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the Agent or the Purchaser that discloses any Information pursuant to this clause (c) shall provide the Seller and the Servicer prompt notice of such disclosure), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under any Transaction Document or any suit, action or proceeding relating to any Transaction Document or the enforcement of rights thereunder, (f) subject to obtaining a written agreement containing provisions substantially the same as those of this Section from the intended recipient of such Information, to any assignee of or participant in, or any prospective

assignee of or participant in, any of its rights or obligations under this Agreement (including any assignee or any prospective assignee of an SPC of the type described in the last sentence of Section 9.1(e)), (g) with the consent of the Seller or any other Transaction Party, (h) for purposes of Section 9.1(e) only, to any rating agency (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Transaction Parties and their Subsidiaries received by it from such Purchaser), (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent or any Purchaser on a nonconfidential basis from a source other than the Transaction Parties or their agents or (j) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to such contractual counterparty's professional advisor) so long as the recipient of such Information agrees to be bound by the provisions of this Section. For the purposes of this Section, "Information" means all information received from the Transaction Parties relating to the Transaction Parties and their Affiliates or their respective businesses, other than any such information that is available to the Agent or any Purchaser on a nonconfidential basis prior to disclosure by any Transaction Party.

Notwithstanding any other provision herein, each Purchaser and the Agent (and each employee, representative or other agent of such party) may disclose to any and all Persons, without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated by the Transaction Documents and all materials of any kind (including opinions or other tax analyses) that are provided to the Agent or such Purchaser relating to such tax treatment and tax structure.

Section 11.7 Tax Forms.

(a)(i) Any Foreign Purchaser that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Seller is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Transaction Document shall deliver to the Seller (with a copy to the Agent), at the time or times prescribed by applicable law or reasonably requested by the Seller or the Agent, 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 of withholding. In addition, any Purchaser, if requested by the Seller or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Seller or the Agent as will enable the Seller or the Agent to determine whether or not such Purchaser is subject to backup withholding or information reporting requirements.

(ii) Without limiting the generality of the foregoing, in the event that the Seller is resident for tax purposes in the United States, any Foreign Purchaser shall deliver to the Seller and the Agent, on or prior to the date which is ten Business Days after the Closing Date (or upon accepting an assignment of an interest herein), two duly signed, properly completed copies of either IRS Form W-8BEN or any successor thereto (relating to such Foreign Purchaser and entitling it to an exemption from, or reduction of, United States withholding tax on all payments to be made to such Foreign Purchaser by the Seller or any other Transaction Party pursuant to this Agreement or any other Transaction Document) or IRS Form W-8ECI or any successor thereto (relating to all payments to be made to such Foreign Purchaser by the Seller or any other Transaction Party pursuant to this Agreement or any other Transaction Document) or such other evidence reasonably satisfactory to the Seller and the Agent that such Foreign Purchaser is entitled to an exemption from, or reduction of, United States withholding tax, including any exemption pursuant to Section 881(c) of the Code, and in the case of a Foreign Purchaser claiming such an exemption under Section 881(c) of the Code, a certificate that establishes in writing to the Seller and the Agent that such Foreign Purchaser is not (A) a "bank" as defined in Section 881(c)(3)(A) of the Code, (B) a 10-percent shareholder within the meaning of Section

871(h)(3)(B) of the Code, or (C) a controlled foreign corporation related to the Seller within the meaning of Section 864(d) of the Code. Thereafter and from time to time, each such Foreign Purchaser shall (1) promptly submit to the Seller and the Agent such additional duly and properly completed and signed copies of one or more of such forms or certificates (or such successor forms or certificates as shall be adopted from time to time by the relevant United States taxing authorities) as may then be available under then current United States laws and regulations to avoid, or such evidence as is reasonably satisfactory to the Seller and the Agent of any available exemption from, or reduction of, United States withholding taxes in respect of all payments to be made to such Foreign Purchaser by the Seller or other Transaction Party pursuant to this Agreement, or any other Transaction Document, in each case, (x) on or before the date that any such form, certificate or other evidence expires or becomes obsolete, (y) after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the Seller and the Agent and (z) from time to time thereafter if reasonably requested by the Seller or the Agent, and (1) promptly notify the Seller and the Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(iii) Each Foreign Purchaser, to the extent it does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Foreign Purchaser under any of the Transaction Documents (for example, in the case of a typical participation by such Foreign Purchaser), shall deliver to the Seller and the Agent on the date when such Foreign Purchaser ceases to act for its own account with respect to any portion of any such sums paid or payable, and at such other times as may be necessary in the determination of the Seller or the Agent (in either case, in the reasonable exercise of its discretion), (A) two duly signed, properly completed copies of the forms or statements required to be provided by such Foreign Purchaser as set forth above, to establish the portion of any such sums paid or payable with respect to which such Foreign Purchaser acts for its own account that is not subject to United States withholding tax, and (B) two duly signed, properly completed copies of IRS Form W-8IMY (or any successor thereto), together with any information such Foreign Purchaser chooses to transmit with such form, and any other certificate or statement of exemption required under the Code, to establish that such Foreign Purchaser is not acting for its own account with respect to a portion of any such sums payable to such Foreign Purchaser.

(iv) Without limiting the obligations of the Purchasers set forth above regarding delivery of certain forms and documents to establish each Purchaser's status for U.S. withholding tax purposes, each Purchaser agrees promptly to deliver to the Agent or the Seller, as the Agent or the Seller shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such other documents and forms required by any relevant taxing authorities under the Laws of any other jurisdiction, duly executed and completed by such Purchaser, as are required under such Laws to confirm such Purchaser's entitlement to any available exemption from, or reduction of, applicable withholding taxes in respect of all payments to be made to such Purchaser outside of the U.S. by the Seller pursuant to this Agreement or otherwise to establish such Purchaser's status for withholding tax purposes in such other jurisdiction. Each Purchaser shall promptly (i) notify the Agent of any change in circumstances which would modify or render invalid any such claimed exemption or reduction, and (ii) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Purchaser, and as may be reasonably necessary (including the re-designation of its lending office) to avoid any requirement of applicable Laws of any such jurisdiction that the Seller make any deduction or withholding for taxes from amounts payable to such Purchaser. Additionally, the Seller shall promptly deliver to the Agent or any Purchaser, as the Agent or such Purchaser shall reasonably request, on or prior to the Closing Date, and in a timely fashion thereafter, such documents and forms required by any relevant taxing authorities under the Laws of any jurisdiction, duly executed and completed by

the Seller, as are required to be furnished by such Purchaser or the Agent under such Laws in connection with any payment by the Agent or any Purchaser of Taxes or Other Taxes, or otherwise in connection with the Transactions Documents, with respect to such jurisdiction.

(v) The Seller shall not be required to pay any additional amount or any indemnity payment under Section 2.14 to (A) any Foreign Purchaser with respect to any Taxes required to be deducted or withheld on the basis of the information, certificates or statements of exemption such Purchaser transmits pursuant to this Section 11.7(a), (B) any Foreign Purchaser if such Foreign Purchaser shall have failed to satisfy the foregoing provisions of this Section 11.7(a), or (C) any U.S. Purchaser if such U.S. Purchaser shall have failed to satisfy the provisions of Section 11.7(b); *provided* that if such Purchaser shall have satisfied the requirement of this Section 11.7(a) or Section 11.7(b), as applicable, on the date such Purchaser became a Purchaser or ceased to act for its own account with respect to any payment under any of the Transaction Documents, nothing in this Section 11.7(a) or Section 11.7(b) shall relieve the Seller of its obligation to pay any amounts pursuant to Section 2.14 in the event that, as a result of any change in any applicable Law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Purchaser is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Purchaser or other Person for the account of which such Purchaser receives any sums payable under any of the Transaction Documents is not subject to withholding or is subject to withholding at a reduced rate.

(vi) The Agent may deduct and withhold any taxes required by any Laws to be deducted and withheld from any payment under any of the Transaction Documents.

(b) Each Purchaser and the Agent that is a "United States person" within the meaning of Section 7701(a)(30) of the Code (each, a "U.S. Purchaser") shall deliver to the Agent and the Seller two duly signed, properly completed copies of IRS Form W-9 on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), certifying that such U.S. Purchaser is entitled to an exemption from United States backup withholding tax, or any successor form. If such U.S. Purchaser fails to deliver such forms, then the Agent may withhold from any payment to such U.S. Purchaser an amount equivalent to the applicable backup withholding tax imposed by the Code and the Seller shall not be liable for any additional amounts with respect to such withholding.

Section 11.8 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 11.9 Jurisdiction, Etc.

(a) Any legal action or proceeding with respect to this Agreement or any other Transaction Document may be brought in the courts of the State of New York sitting in the Borough of Manhattan, the City of New York, or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each of the parties hereto hereby irrevocably consents to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding brought in the United States of America arising out of or in connection with this Agreement or any other Transaction Document by the mailing (by registered or certified mail, postage prepaid) or delivering of a copy of such process to such party, as the case may be, at its address specified in Section 11.3. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Nothing contained in this Section 11.9 shall affect the right of the parties hereto to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against any other party hereto in any other jurisdiction.

Section 11.10 Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by telecopier, pdf or other electronic means of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

Section 11.11 Intent of the Parties.

It is the intention of the parties hereto that each Purchase and reinvestment shall convey to each Purchaser, to the extent of its Receivable Interests, an undivided ownership interest in the Pool Receivables, and the Related Security and Collections in respect thereof and that such transaction shall constitute a purchase and sale and not a secured loan for all purposes other than for accounting and federal income tax purposes. If, notwithstanding such intention, the conveyance of the Receivable Interests from the Seller to any Purchaser shall ever be recharacterized as a secured loan and not a sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and the Seller hereby grants to the Agent for the benefit of itself and each such Purchaser a security interest in all of the Seller's right, title and interest in, to and under the Collateral free and clear of Liens (except for Permitted Liens).

Notwithstanding the preceding paragraph, all parties hereto intend and agree to treat, for financial accounting and U.S. federal, state and local income and franchise tax (in the nature of income tax) purposes only, the Purchase and reinvestment as a loan to the Seller secured by the Pool Receivables, and the Related Security and Collections. The provisions of this Agreement and all Transaction Documents shall be construed to further these intentions of the parties.

Section 11.12 Entire Agreement.

This Agreement and the other Transaction Documents contain a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, relating to the subject matter hereof.

Section 11.13 Severability of Provisions.

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 or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 11.14 Waiver of Jury Trial.

Each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or any of the other Transaction Documents, the Purchases or the actions of the Agent or any Indemnified Party in the negotiation, administration, performance or enforcement hereof or thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date above written.

FIS RECEIVABLES SPV, LLC, as Seller

By: /s/ Jason L. Couturier

Name: Jason L. Couturier

Title: Vice President and Assistant Treasurer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

[Receivables Purchase Agreement]

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
as Servicer

By: /s/ Jason L. Couturier
Name: Jason L. Couturier
Title: Vice President and Assistant Treasurer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

[Receivables Purchase Agreement]

FIDELITY INFORMATION SERVICES, INC.
EFUNDS CORPORATION
FIDELITY NATIONAL CARD SERVICES, INC.
INTERCEPT, INC., as Receivables Administrators

By: /s/ Jason L. Couturier
Name: Jason L. Couturier
Title: Vice President and Assistant Treasurer

[Receivables Purchase Agreement]

JPMORGAN CHASE BANK, N.A.,
as Agent

By: /s/ Christine L. Ruyter

Name: Christine L. Ruyter
Title: Vice President

Address: JPMorgan Chase Bank, N.A.
1111 Fannin Street, Floor 10
Houston, Texas 77002-6925
Attention: Loan Agency Services
Tel: 713-750-4799
Fax: 713-750-2358
Email: talitha.bernard@jpmchase.com

copy to

JPMorgan Chase Bank, N.A.
270 Park Avenue, 4th Floor
New York, New York 10017
Attention: Tina Ruyter
Tel: 212-270-4676
Fax: 212 -270-5120
Email: tina.ruyter@jpmorgan.com

[Receivables Purchase Agreement]

JPMORGAN CHASE BANK, N.A., as a Purchaser

By: /s/ Christine L. Ruyter
Name: Christine L. Ruyter
Title: Vice President

Address: JPMorgan Chase Bank, N.A.
270 Park Avenue, 4th Floor
New York, New York 10017

Attention: Tina Ruyter
Email: tina.ruyter@jpmorgan.com

Telephone No.: 212-270-4676
Telecopier No.: 212-270-5127

[Receivables Purchase Agreement]

[ADDITIONAL PURCHASER], as a Purchaser

By:

Name:

Title:

Address:

Attention:

Telephone No.:

Telecopier No.:

[Receivables Purchase Agreement]

RECEIVABLES SALE AGREEMENT

Dated as of October 1, 2009

among

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
and EACH OTHER SUBSIDIARY FROM TIME TO TIME PARTY HERETO,
as Originators

FIS RECEIVABLES SPV, LLC,
as SPV

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
as SPV's Servicer

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RECEIVABLES SALE AGREEMENT

RECEIVABLES SALE AGREEMENT dated as of October 1, 2009 (this "Agreement") among FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation ("FNIS"), each of the other wholly-owned subsidiaries of FNIS listed on the signature pages hereof under the caption "Originators" (collectively, subject to Section 7.03, the "Initial Originators"), such other wholly owned subsidiaries of FNIS added from time to time pursuant to Section 7.01, as Originators (together with FNIS and the Initial Originators and subject to Section 7.03, the "Originators"), and each an "Originator"), FIS RECEIVABLES SPV, LLC, a Delaware limited liability company (the "SPV"), and FNIS, as the SPV's Servicer.

PRELIMINARY STATEMENTS:

- (1) Each Originator in the ordinary course of business generates, and will generate from time to time, Receivables (as defined in the Receivables Purchase Agreement, as defined below) from time to time owing to it.
- (2) Each Originator wishes to sell to the SPV from time to time hereunder all present and future Receivables (each such Receivable being an "Originator Receivable"), together with the Related Security and Collections (as hereinafter defined) with respect thereto.
- (3) The SPV wishes concurrently to sell interests, to the extent of the Receivable Interests (as defined in the Receivables Purchase Agreement referred to below) sold from time to time by it to the Purchasers (as defined in the Receivables Purchase Agreement referred to below), in each of the present and future Originator Receivables, together with the Related Security and Collections with respect thereto, pursuant to the Receivables Purchase Agreement dated as of October 1, 2009 (the "Receivables Purchase Agreement") among the SPV, FNIS, as the Servicer, the Receivables Administrators party thereto, the Purchasers party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent (the "Agent").

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms.

Terms defined in the Receivables Purchase Agreement and not otherwise defined herein are used in this Agreement as defined in the Receivables Purchase Agreement. In addition, as used in this Agreement and unless otherwise stated herein, the following terms shall have the following meanings:

“Agent” has the meaning specified in Preliminary Statement (3).

“Agreement” has the meaning specified in the preamble.

“Collection Date” has the meaning specified in each Subordinated Note.

“Collections” means, with respect to any Originator Receivable, all cash collections and other cash proceeds of such Originator Receivable, including (i) all cash proceeds of the Related Security with respect to such Originator Receivable and (ii) any amounts in respect of such Originator Receivable deemed to have been received, and actually paid, pursuant to Section 2.03(a).

“Contract” means a written agreement between any Originator and an Obligor, or, in the case of any open account agreement, as evidenced by an invoice (x) setting forth the amount payable, the payment due date and other relevant terms of payment and a description, in reasonable detail, of the goods or services covered thereby or (y) otherwise approved by the Agent in its Permitted Discretion from time to time (which approval shall not be unreasonably withheld), in each case pursuant to or under which such Obligor shall be obligated to pay for goods or services from time to time.

“Credit and Collection Policy” means those credit and collection policies and practices in effect on the date hereof relating to Contracts and Originator Receivables and attached as Schedule II hereto, as modified from time to time in compliance with Section 4.03(b).

“Indemnified Amounts” has the meaning specified in Section 6.01.

“Indemnified Party” means any or all of the SPV, the Agent, each Purchaser and each of their respective Affiliates, and each of the directors, officers, employees, agents, representatives, attorneys, consultants and advisors of or to any of the foregoing.

“Initial Originator” has the meaning specified in the preamble.

“Mandatory Originator Termination Date” has the meaning specified in Section 7.03(a).

“Material Adverse Effect” means (a) a material adverse effect on the business, assets, liabilities, results of operations, or financial position of FNIS and its Subsidiaries, taken as a whole, (b) a material and adverse effect on the ability of any Transaction Party to perform its obligations under the Transaction Documents, (c) material impairment of the collectability of the Originator Receivables generally or of any material portion of the Originator Receivables or the ability of the SPV’s Servicer (if the SPV’s Servicer is FNIS or an Affiliate of FNIS) to collect Originator Receivables or (d) a material and adverse effect on the rights and remedies of the Agent or the Purchasers under the Transaction Documents.

“Originator” and “Originators” has the meaning specified in the preamble.

“Originator Receivable” has the meaning specified in Preliminary Statement.

“Other Taxes” has the meaning specified in Section 8.04(b).

“Permissive Originator Termination” has the meaning specified in Section 7.03(b).

“Permissive Originator Termination Date” has the meaning specified in Section 7.03(b).

“Purchase Price” has the meaning specified in Section 2.01(d).

“Receivable Assets” means, at any time, all Originator Receivables sold or contributed to the SPV hereunder, the Related Security relating to such Originator Receivables, all Collections with respect to such Originator Receivables, and all proceeds of the foregoing.

“Receivables Activity Report” means a report prepared by the Originator, in form and substance reasonably satisfactory to the SPV and the Agent, pursuant to Section 2.03(b).

“Receivables Purchase Agreement” has the meaning specified in Preliminary Statement (3).

“Related Security” means with respect to any Originator Receivable:

(i) all of the applicable Originator’s right, title and interest in, under and to all security agreements and other Contracts that evidence or secure (or provide other credit support for) the repayment of such Originator Receivable;

(ii) all of the applicable Originator’s interest in the goods (including returned goods), if any, relating to the sale which gave rise to such Originator Receivable;

(iii) all supporting obligations including all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Originator Receivable, whether pursuant to the Contract relating to such Originator Receivable or otherwise, together with all financing statements authorized by an Obligor describing any collateral securing such Originator Receivable;

(iv) all rights, if any, in respect of (A) lock-boxes to which Collections are sent or deposited, and (B) all Restricted Accounts, and, in each case, all funds and investments therein;

(v) all letter of credit rights, guarantees, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Originator Receivables whether pursuant to the Contract relating to such Originator Receivable or otherwise;

(vi) all Records relating to such Originator Receivable (subject, in the case of Records consisting of computer programs, data processing software and other intellectual property under license from third parties, to restrictions imposed by such license on the sublicensing or transfer thereof); and

(vii) all proceeds of any and all of the foregoing.

“Required Discount” has the meaning specified in Section 2.01(d).

“Restricted Subsidiary” has the meaning specified in the FNIS Credit Agreement.

“Specified Responsible Officer” means the chief executive officer, president, chief operating officer, chief financial officer, treasurer, comptroller or general counsel of the applicable Originator.

“SPV” has the meaning specified in the preamble.

“SPV’s Servicer” has the meaning specified in Section 5.01.

“SPV’s Servicer Fee” has the meaning specified in Section 2.05.

“Subordinated Note” means a subordinated promissory note, in substantially the form of Exhibit A hereto, executed by the SPV to the order of any Originator.

“Subsidiary Originators” has the meaning specified in the preamble.

“Total Assets” means, at any time with respect to any Person, the total assets appearing on the most recently prepared consolidated balance sheet of such Person as of the end of the most recent fiscal quarter of such Person for which such balance sheet is available, prepared in accordance with GAAP.

“Transaction Documents” means this Agreement, the Receivables Purchase Agreement, each Subordinated Note, the Guaranty, the Control Agreements, and each additional security or control documentation delivered or required to be delivered pursuant to any of the foregoing to evidence the interests of the SPV (and its assigns) in and to the Restricted Accounts, Originator Receivables, Related Security, Collections and proceeds thereof.

“Transaction Party,” means each Originator, each Guarantor, each Receivables Administrator, the SPV and the SPV’s Servicer (if an Originator or an Affiliate of an Originator is the SPV’s Servicer); provided that any successor Servicer that is not an Originator or an Affiliate of an Originator shall not be considered a Transaction Party for purposes hereof.

“Yield Payment Date” means each Payment Date on which Yield is, or required to be, paid under the Receivables Purchase Agreement.

SECTION 1.02. Other Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in accordance with, GAAP, except as otherwise specifically prescribed herein.

(b) Except where the context requires otherwise, the definitions in Section 1.01 shall apply equally to 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. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Unless otherwise stated, references to Sections, Articles, Schedules and Exhibits made herein are to Sections, Articles, Schedules or Exhibits, as the case may be, of this Agreement. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words in a visible form. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of such Person.

(c) All terms used in Article 9 in the UCC in the State of New York and not specifically defined herein are used herein as defined in such Article 9.

SECTION 1.03. Computation of Time Periods.

Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including,” each of the words “to” and “until” means “to but excluding” and the word “through” means “through and including.”

ARTICLE II

SALE AND PURCHASE OF RECEIVABLE ASSETS

SECTION 2.01. Sale and Purchase of Originator Receivable Assets.

(a) On the terms and conditions hereinafter set forth (including, with respect to Originators other than FNIS, the provisions of Section 2.02(f) below), the SPV agrees to purchase from each Originator, and each Originator agrees to sell to the SPV, all Originator Receivables of such Originator existing as of the opening of business on the Closing Date or, in the case of any Originator other than any Initial Originator, the initial purchase date for such Originator, as applicable, together with all Related Security relating to such Originator Receivables and all Collections with respect to, and other proceeds of, such Originator Receivables. Subject to the satisfaction of the conditions to purchase set forth and referred to in this Article II, on each Business Day after the Closing Date or such other initial purchase date, as applicable, until the later of the Termination Date or the date on which Capital is reduced to zero, the SPV agrees to purchase from each Originator, and each Originator agrees to sell to the SPV, all Originator Receivables existing as of the close of business on the immediately preceding Business Day which have not been previously purchased hereunder, together with all Related Security relating to such Originator Receivables and all Collections with respect to such Originator Receivables.

(b) It is the intention of the parties hereto that each purchase by the SPV, and each sale by an Originator, of Receivable Assets to be made hereunder shall be absolute and irrevocable and will provide the SPV with the full risks and benefits of ownership of such Receivable Assets so purchased and shall constitute a "sale of accounts," as such term is used in Article 9 of the UCC, and not a loan secured by such Receivable Assets. If, notwithstanding such intention, the conveyance of the Receivable Assets from an Originator to the SPV shall ever be recharacterized as a secured loan and not as a sale, it is the intention of the parties hereto that this Agreement shall constitute a security agreement under applicable law, and that such Originator shall be deemed to have granted to the SPV, and hereby grants to the SPV, a duly perfected first priority security interest in all of such Originator's right, title and interest in, to and under the Receivable Assets, free and clear of any Liens, to secure loans deemed to have been made by the SPV to such Originator. Each sale of Receivable Assets by an Originator to the SPV is made without recourse; provided, however, that (i) each Originator shall be liable to the SPV for all representations, warranties and covenants made by such Originator hereunder and (ii) such sale does not constitute and is not intended to result in an assumption by the SPV or any assignee thereof of any obligation of such Originator or any other Person arising in connection with the Originator Receivables, the Related Security and the related Contracts, or any other obligations of such Originator. In view of the intention of the parties hereto that the purchases and transfers of Receivable Assets to be made hereunder shall constitute a sale of such Receivable Assets rather than a loan secured by such Receivable Assets, each Originator agrees to note on its financial statements that such Receivable Assets have been sold to the SPV.

(c) In connection with the foregoing sales, transfers and assignments, each Originator irrevocably authorizes the SPV to record and file, at such Originator's expense, proper financing statements (and proper continuation statements with respect to such financing statements when applicable) with respect to the Receivable Assets now and hereafter from time to time acquired by the SPV under this Agreement, in such manner and in such jurisdictions as are necessary to perfect the sales, transfers and assignments of the Receivable Assets to the SPV (and then by the SPV to the Agent) on or prior to the initial Purchase under the Receivables Purchase Agreement. Such financing statements shall name such Originator as debtor/Originator, the SPV as secured party/buyer and the Agent as assignee.

(d) The purchase price for each purchase of Receivable Assets by the SPV under this Agreement (the "Purchase Price") shall be an amount equal to the product obtained by multiplying (a) one minus the Required Discount (defined below) as of the date of such purchase by (b) the Outstanding Balance of the Originator Receivables purchased. The "Required Discount" shall be such percentage as may be determined from time to time (but no less frequently than semiannually) by mutual agreement between an Originator and the SPV based on their respective assessments of the prevailing cost of funds, recent performance history of the Originator Receivables being sold hereunder (including write-offs and rate of collection) and other costs of ownership, all determined on an arm's length basis as though such determinations were not made by Affiliates.

SECTION 2.02. Payment for Purchases.

(a) The Purchase Price for each purchase of Receivable Assets by the SPV shall be payable in full in cash (except as provided in Section 2.02(d) below), by the SPV to the applicable Originator, in each case on the date of each such purchase; except that the SPV may, with respect to any purchase, offset against such Purchase Price any amounts owed by such Originator to the SPV hereunder and which remain unpaid.

(b) It shall be a condition precedent to the SPV's obligation to make the initial purchase of Receivable Assets on the Closing Date that all conditions precedent set forth in Section 3.1 of the Receivables Purchase Agreement shall have been satisfied or waived. In addition, it shall be a condition precedent to the SPV's obligation to make any purchase of Receivable Assets hereunder (including the initial purchase of Receivable Assets on the Closing Date) that (i) the representations and warranties of the applicable Originator contained in Section 3.01 are correct in all material respects as to it and as to the Receivable Assets purchased from it on and as of such day as though made on and as of such date and (ii) no event has occurred and is continuing, or would result from such purchase, which constitutes an Event of Termination or Potential Event of Termination. Each Originator, by accepting the proceeds of the Purchase Price for a purchase of Receivable Assets hereunder, shall be deemed to have certified to the SPV the satisfaction of the conditions precedent described in the immediately preceding sentence.

(c) Upon the payment of the Purchase Price for any purchase of Receivable Assets hereunder (whether in cash or by an increase in the principal balance under the applicable Subordinated Note pursuant to Section 2.02(d)) or, in the case of FNIS, the contribution of Receivable Assets to the SPV pursuant to Section 2.02(d), title to the Originator Receivables and other Receivable Assets included in such purchase shall vest in the SPV, whether or not the conditions precedent to such purchase described in Section 2.02(b) above were in fact satisfied; provided, however, that the SPV shall not be deemed to have waived any claim it may have under this Agreement for the failure by the applicable Originator in fact to satisfy any such condition precedent.

(d) To the extent the SPV shall have insufficient available cash to pay the Purchase Price payable to an Originator on the date of each purchase of Receivable Assets from such Originator, the balance of the Purchase Price then owing shall be paid by an increase to the principal amount of the Subordinated Note issued by the SPV to such Originator; provided, however, that the SPV may not pay the Purchase Price by means of an increase to the principal amount of any Subordinated Note to the extent that, as a result thereof (and after giving effect thereto), the SPV's net worth (calculated after giving effect to all such purchases and all increases to the principal amount of any Subordinated Note to be made on such date) would be less than 6.0% of the aggregate Outstanding Balance of all Originator Receivables purchased or purported to be purchased by the SPV hereunder. To the extent that the SPV shall at any time be unable to pay the Purchase Price in respect of a purchase of Receivable Assets from FNIS as set forth in the preceding sentence, then FNIS shall be automatically deemed to have made a capital contribution to the SPV of the Receivable Assets which are the subject of such purchase to the extent that the Purchase Price for such Receivable Assets is not paid for in cash or by means of an increase in the aggregate outstanding balance under the Subordinated Note issued to FNIS.

(e) The indebtedness of the SPV under each Subordinated Note shall be subordinated to the prior right and payment in full of the aggregate outstanding Capital, any Termination Repurchase Obligation or Guaranty Protection Repurchase Obligation, payments of Yield and any other obligations of the SPV arising under the Receivables Purchase Agreement. As soon as practicable after the end of each calendar month (but no later than 15 Business Days after the end of such month), each Originator shall determine the net increase or the net reduction in the outstanding principal amount of the Subordinated Note issued to such Originator occurring during such calendar month and shall account for such net increase or net reduction in its books and records.

(f) Notwithstanding anything to the contrary herein, to the extent that any Originator (other than FNIS) could not be compensated by the SPV for the transfer of such Receivable Assets in cash or advances under the Subordinated Note payable to such Originator pursuant to the provisions of Sections 2.02(a) and 2.02(d), then such Originator will distribute to FNIS all Receivable Assets that such Originator would otherwise sell to the SPV, and FNIS will sell or contribute, as applicable, those Receivable Assets to the SPV in accordance with the provisions hereof.

SECTION 2.03. General Settlement Procedures.

(a) If, on any day, the Outstanding Balance of an Originator Receivable is either (i) reduced as a result of any defective, rejected or returned goods or services, any discount, or any adjustment by any Originator or (ii) reduced or canceled as a result of a setoff in respect of any claim by the Obligor thereof against such Originator or any Affiliate or Subsidiary thereof other than the SPV (whether such claim arises out of the same or a related transaction or an unrelated transaction), such Originator shall be deemed to have received on such day a Collection of such Originator Receivable in the amount of such reduction or cancellation and shall make the payment required to be made by it in connection with such Collection on the day required by, and otherwise pursuant to, Section 4.01(j). If, on any day, (x) any of the representations or warranties in Section 3.01 is no longer true with respect to any Originator Receivable or (y) it is discovered that any Originator Receivable that was included in the Net Receivables Pool Balance as an Eligible Receivable was not an Eligible Receivable at the time of such inclusion, the Originator to which such Originator Receivable shall have been originally owed shall be deemed to have received on such day a Collection in full of such Originator Receivable and shall make the payment required to be made by it in connection with such Collection on the day required by, and otherwise pursuant to, Section 4.01(j). Except as stated in the preceding sentences of this Section 2.03 or as otherwise required by law or the underlying Contract, all Collections received from an Obligor of any Originator Receivable shall be applied to Originator Receivables then outstanding of such Obligor in the order of the age of such Originator Receivables, starting with the oldest such Originator Receivable, except if payment is designated by such Obligor for application to specific Originator Receivables.

(b) If requested by the SPV or the Agent at least ten Business Days before the end of any calendar month, the SPV's Servicer shall, within 15 Business Days after the end of such calendar month, prepare and forward to the SPV and the Agent a Receivables Activity Report of the SPV's Servicer, as of the close of business of such calendar month, setting forth the calculation of the actual Purchase Price for each Receivable Asset sold, transferred and assigned during such calendar month, and the reconciliation of how the Purchase Price has been paid reflecting the cash advanced from the SPV to each Originator during such calendar month, the adjustments to and current balance, if any, due from the SPV to each Originator under its Subordinated Note and the amount of any capital contribution pursuant to Section 2.02(d), and the amount of additional cash, if any, paid by the SPV to each Originator during such calendar month. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, so long as no Event of Termination has occurred and is continuing, the SPV, the SPV's Servicer, the Receivables Administrators and the Originators shall only be required to provide information (whether in the Seller Report, the Receivables Activity Report or otherwise) with respect to Originator Receivables on an aggregate basis for all Originators taken together (as opposed to on an individual basis for any Originator); provided, however, that in connection with any removal of an Originator by reason of a Guaranty Protection Termination pursuant to Section 2.3(a) of the Receivables Purchase Agreement and Section 7.03(d) of this Agreement, the applicable Originator shall provide

information reasonably acceptable to the Agent to identify the Originator Receivables of such Originator that are to be repurchased thereunder.

SECTION 2.04. Payments and Computations, Etc.

(a) All amounts to be paid or deposited by each Originator or the SPV's Servicer hereunder shall be paid or deposited in accordance with the terms hereof no later than 1:00 p.m. (New York City time) on the day when due in U.S. Dollars in same day funds to the SPV as directed by the SPV to such Originator in writing. Each Originator shall, to the extent permitted by law, pay to the SPV interest on all amounts not paid or deposited by such Originator when due hereunder at 2.00% per annum above the Base Rate in effect from time to time, payable on demand; provided, however, that such interest rate shall not at any time exceed the maximum rate permitted by applicable law.

(b) All computations of interest and fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed.

(c) Each Originator hereby irrevocably and unconditionally waives and relinquishes to the fullest extent it may legally do so (i) any express or implied vendor's lien, and any other Lien (which would otherwise be imposed on or affect any Originator Receivable or any other Receivable Asset), on account of any unpaid amount of such Originator's Purchase Price therefor or on account of any other unpaid amounts otherwise payable by the SPV under or in connection with this Agreement or the Subordinated Note payable to the order of such Originator or otherwise and (ii) with respect to the obligations of such Originator to make payments or deposits under this Agreement (including, without limitation, payments under Sections 2.03 and 6.01), any setoff, counterclaim, recoupment, defense and other right or claim which such Originator may have against the SPV as a result of or arising out of the failure of the SPV to pay any amount on account of such Originator's Purchase Price under Sections 2.01 and 2.02 or any other amount payable by the SPV to such Originator under this Agreement or the Subordinated Note payable to the order of such Originator or otherwise.

SECTION 2.05. SPV's Servicer Fee.

The SPV shall pay to the SPV's Servicer a fee (the "SPV's Servicer Fee") from the date hereof until the Termination Date, payable on each Yield Payment Date, in an amount equal to the amount payable to the Servicer under the Receivables Purchase Agreement or such other amount calculated on an arm's-length basis for services performed as a subcontractor on terms common to collection agency arrangements in comparable asset sale transactions; provided, however, that the SPV shall be given a credit against the SPV's Servicer Fee payable under this Agreement equal to the full amount of the Servicer Fee paid under the Receivables Purchase Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

SECTION 3.01. Representations and Warranties of Each Originator.

Each Originator represents and warrants (for itself only), as of the date hereof and the date of each transfer of Receivable Assets hereunder, as follows (except that only FNIS will make the representation and warranty set forth in Section 3.01(e)):

(a) Existence, Qualification and Power; Compliance with Laws. Such Originator (a) is a Person, validly existing and in good standing under the Laws of the jurisdiction of its organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Transaction Documents to which it is a party, (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in compliance with all Laws (including, without limitation, Environmental Laws), orders, writs and injunctions, and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clauses (a) (other than with respect to FNIS), (c), (d) or (e), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Contravention. The execution, delivery and performance by such Originator of each Transaction Document to which such Originator is a party are (a) within such Originator's corporate or other powers, (b) have been duly authorized by all necessary corporate, shareholder or other organizational action, and (c) do not and will not (i) contravene the terms of any of such Originator's Organization Documents, (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than as permitted by Section 4.01 of the Guaranty), or require any payment to be made under, (A) any documentation governing any Permitted Subordinated Indebtedness, (B) any other Contractual Obligation to which such Originator is a party or affecting such Originator or the properties of such Originator or any of its Subsidiaries or (C) any order, injunction, writ or decree, of or with any Governmental Authority or any arbitral award to which such Originator or its property is subject, or (iii) violate, in any material respect, any Law; except with respect to any conflict, breach or contravention or payment (but not creation of Liens) referred to in clause (ii) to the extent that such conflict, breach, contravention or payment could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required to be made or obtained by any Originator in connection with the execution, delivery or performance by such Originator of this Agreement or any other Transaction Document, except for (i) the UCC filings contemplated by the Transaction Documents, (ii) the

approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force, and (iii) those approvals, consents, exemptions, authorizations, actions, notices or filings, the failure of which to obtain or make could not reasonably be expected to have a Material Adverse Effect.

(d) **Binding Effect.** This Agreement and each other Transaction Document to which such Originator is a party has been duly executed and delivered by such Originator. This Agreement and each other Transaction Document to which such Originator is a party constitutes a legal, valid and binding obligation of such Originator, enforceable against such Originator in accordance with its terms, except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

(e) **Financial Statements; No Material Adverse Effect.**

(i) The pro forma consolidated financial statements of FNIS and its Subsidiaries for (A) the twelve month period ended March 31, 2009 and (B) for the fiscal year ended December 31, 2008, a copy of each of which has been furnished to the Agent for distribution to the Purchasers, have been prepared in good faith, based on assumptions believed by FNIS to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a pro forma basis the estimated financial position of FNIS and its Subsidiaries as of March 31, 2009 and their estimated results of operations for the period covered thereby, assuming that the Acquisition had actually occurred at such date or at the beginning of the period covered thereby.

(ii) The (A) audited consolidated balance sheet of FNIS and its Subsidiaries for the fiscal year ended December 31, 2008, and the related consolidated statements of income, shareholders' equity and cash flows for such fiscal year of FNIS and its Subsidiaries, including the notes thereto and (B) unaudited consolidated balance sheet of FNIS and its Subsidiaries dated June 30, 2009, and the related consolidated statements of income, shareholders' equity and cash flows for the two fiscal quarter period ended on such date fairly present in all material respects the financial condition of FNIS and its Subsidiaries as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein (and, with respect to unaudited financial statements, the absence of footnotes and subject to such adjustments as would be made in connection with the audit of financial statements for the relevant period).

(iii) Since December 31, 2008, there has been no change, effect, event or occurrence that has had or would reasonably be expected to have a Material Adverse Effect.

(iv) The forecasts prepared by management of FNIS of consolidated balance sheets, income statements and cash flow statements for (A) each fiscal quarter of 2009 and 2010 ended after the Closing Date and (B) each fiscal year commencing with the fiscal year ending on December 31, 2009 through the fiscal year ending on December 31, 2013, copies of which have been furnished to the Agent and the Purchasers prior to the Closing Date, have been prepared in good faith based upon assumptions believed in good faith by FNIS to be reasonable in light of conditions existing at the time of preparation, it being understood that (x) such forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such forecasts may differ significantly from the forecasted results and that such differences may be material and that such forecasts are not a guarantee of financial performance and (y) no representation is made with respect to information of a general economic or general industry nature.

(f) Litigation. Except as disclosed in Schedule V, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of any Specified Responsible Officer of such Originator, threatened in writing, at law, in equity, in arbitration or before any Governmental Authority, by or against such Originator or any of its Restricted Subsidiaries or against any of their properties or revenues that either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(g) Ownership of Property; Liens. Such Originator and each of its Restricted Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, or easements or other limited property interests in, all real property necessary in the ordinary conduct of its business, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and Liens permitted by Section 1 of Annex D to the Guaranty and except where the failure to have such title or the existence of such Lien could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(h) Transfer.

(i) Immediately prior to each sale, transfer and/or assignment by such Originator of any Receivable Assets hereunder, such Originator is the legal and beneficial owner of such Receivable Assets, free and clear of any Lien (other than Permitted Liens).

(ii) Upon each sale, transfer and/or assignment by such Originator of each Receivable Asset to the SPV hereunder, such Originator shall transfer to the SPV (and the SPV shall acquire), a valid interest in such Receivable Asset, free and clear of any Lien (other than Permitted Liens), which interest shall be a perfected first priority interest

(subject to Permitted Liens) upon the filing of the financing statements referred to in Article III of the Receivables Purchase Agreement.

(iii) The Purchase Price payable to such Originator on the date of each purchase of Receivable Assets hereunder constitutes fair consideration and approximates fair market value for such Receivable Asset, and the terms and conditions (including the Purchase Price therefor, and the terms of the applicable Subordinated Note, if applicable) of the sale, transfer and assignment of such Receivable Assets pursuant to Sections 2.01 and 2.02 (other than any capital contribution of any such Receivable Assets) reasonably approximate an arm's-length transaction between unaffiliated parties. No such sale, transfer or assignment has been made for or on account of an antecedent debt owed by such Originator to the SPV and no such sale, transfer or assignment is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(i) Taxes. Such Originator and each of its Subsidiaries have filed all Federal and material state and other tax returns and reports required to be filed, and have paid all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those (i) which are not overdue by more than thirty days, (ii) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (iii) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

(j) ERISA Compliance.

(i) Each Plan is in compliance in all material respects with the applicable provisions of ERISA and the Code except to the extent that non-compliance could not reasonably be expected to have a Material Adverse Effect. In the preceding five years, such Originator and each ERISA Affiliate have made all required contributions to each Pension Plan subject to Section 412 of the Code, and in the preceding five years, no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan, except to the extent a failure to make such contributions or application, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

(ii) There are no pending or, to the knowledge of any Specified Responsible Officer of such Originator, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary

responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(iii) (A) No ERISA Event has occurred or is reasonably expected to occur; (B) no Pension Plan has an "accumulated funding deficiency" (as defined in Section 412 of the Code), whether or not waived, and no application for a waiver of the minimum funding standard has been filed with respect to any Pension Plan; (C) neither such Originator nor any of its Subsidiaries nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums not yet due or premiums due and not yet delinquent under Section 4007 of ERISA); (D) neither such Originator nor any of its Subsidiaries nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (E) neither such Originator nor any of its Subsidiaries nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA, except, with respect to each of the foregoing clauses of this Section 3.01(j), as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(k) Subsidiaries; Equity Interests. As of the Closing Date (after giving effect to the Acquisition), Schedule VI (i) sets forth the name and jurisdiction of organization of each Subsidiary of such Originator (other than Subsidiaries of FNIS that in the aggregate represent less than the greater of (x) 5% of the Total Consolidated Assets (as defined in the FNIS Credit Agreement) and (y) 5% of the Consolidated EBITDA (as defined in the FNIS Credit Agreement) of FNIS and its Consolidated Subsidiaries) and (ii) sets forth the ownership interest of such Originator and any other Subsidiary of FNIS in each such Subsidiary, including the percentage of such ownership.

(l) Disclosure. No report, financial statement, certificate or other written information furnished by or on behalf of such Originator to the Agent, any Purchaser or the SPV in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or any other Transaction Document (as modified or supplemented by other information so furnished) when taken as a whole (and considered together with all information publicly disclosed by the Consolidated Companies) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under and at the time which they were made, not materially misleading; provided that, with respect to financial estimates, projected or forecasted financial information and other forward-looking information, such Originator represents and warrants only that such information was prepared in good faith based upon assumptions believed by such Originator to be reasonable in light of conditions existing at the time of preparation; it being understood that (i) such projections and forecasts, as to future events, are not to be viewed as facts, that actual results during the period or periods covered by any such projections or

forecasts may differ significantly from the projected or forecasted results and that such differences may be material and that such projections and forecasts are not a guarantee of financial performance and (ii) no representation is made with respect to information of a general economic or general industry nature.

(m) Solvency. On the Closing Date, after giving effect to the Acquisition and each of the transactions contemplated by this Agreement and the other transactions to occur on the Closing Date, such Originator is Solvent.

(n) Credit and Collection Policy. Such Originator has complied with the Credit and Collection Policy in all material respects and since the date of this Agreement there has been no change in the Credit and Collection Policy except as permitted hereunder. Such Originator has not extended or modified the terms of any Originator Receivable or the Contract under which any such Originator Receivable arose, except in accordance with the Credit and Collection Policy and in accordance with Section 6.2(b) of the Receivables Purchase Agreement.

(o) Receivables Assets. No effective financing statement or other instrument similarly in effect covering any Contract of such Originator or any Originator Receivable or Related Security or Collections with respect thereto is on file in any recording office, except those filed in favor of the SPV relating to this Agreement or in favor of the SPV and the Agent relating to the Receivables Purchase Agreement.

ARTICLE IV

GENERAL COVENANTS OF EACH ORIGINATOR

SECTION 4.01. Affirmative Covenants of Each Originator.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Obligations (other than contingent indemnification obligations) remain unpaid under this Agreement and the Receivables Purchase Agreement, each Originator shall:

(a) Preservation of Existence. Preserve and maintain its legal existence, rights, franchises and privileges under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 5 of Annex D to the Guaranty (and, in the case of any Originator, other than FNIS, to the extent the failure to do so, could not reasonably be expected to have a Material Adverse Effect) and qualify and remain qualified in good standing as a foreign entity in each jurisdiction where the failure to preserve and maintain such qualification could reasonably be expected to have a Material Adverse Effect.

(b) Maintenance of Properties. Except if the failure to do so could not reasonably be expected to have a Material Adverse Effect, (i) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, ordinary wear and tear excepted and casualty and condemnation excepted, and (ii) make all necessary renewals, replacements,

modifications, improvements, upgrades, extensions and additions to material properties and equipment in accordance with prudent industry practices.

(c) Payment of Taxes. Pay all Federal and material state and other taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those (i) which are not overdue by more than 30 days, (ii) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (iii) with respect to which the failure to make such filing or payment could not reasonably be expected to have a Material Adverse Effect.

(d) Compliance with Laws. Except to the extent that any failure to do so could not reasonably be expected to result in a Material Adverse Effect, comply in all material respects with all applicable laws, rules and regulations, and all orders of any Governmental Authority applicable to it and all of its Originator Receivables and related Contracts, Related Security and Collections with respect thereto.

(e) Books and Records. Maintain proper books of record and account, in a manner to allow financial statements to be prepared in conformity with GAAP consistently applied, for all material financial transactions and material matters involving the assets and business of such Originator and its Restricted Subsidiaries.

(f) Books of Accounts.

(i) Maintain all Records in a commercially reasonable manner that provides effective access thereto by the Agent during normal business hours upon reasonable notice.

(ii) Subject to the last sentence of Section 2.03(b), maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate, in all material respects, records evidencing Originator Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information necessary for the collection of all Originator Receivables (including, without limitation, records adequate to permit the identification, on a weekly basis as of the second Business Day of each week with respect to all transactions occurring with respect to Originator Receivables through the last Business Day of the immediately preceding week, of each Originator Receivable, the Outstanding Balance of each Originator Receivable and the dates on which payments are due thereon and all Collections of and adjustments to each existing Originator Receivable). Such books and records shall be marked in accordance with Section 5.04(a) to indicate the transfers of all Receivable Assets hereunder.

(g) Performance and Compliance with Contracts and Credit and Collection Policy. At its expense, (i) perform, or cause to be performed, and comply in all material respects with, or cause to be complied with in all material respects, all provisions, covenants and other promises required to be observed by it under the Contracts related to

the Originator Receivables, and timely and fully comply in all material respects with the Credit and Collection Policy in regard to the Originator Receivables and the related Contracts and (ii) as beneficiary of any Related Security, enforce such Related Security as reasonably requested by the Agent.

(h) Examination of Records; Audits.

(i) From time to time upon five Business Days' (or, during the continuance of a Liquidity Threshold Event, two Business Days) prior notice (except that during the continuance of a Potential Event of Termination or Event of Termination, no such notice shall be required) and during regular business hours as requested by the SPV or the Agent and at the expense of such Originator (provided that such Originator shall not be required to pay for more than two examinations and/or visits per year unless a Triggering Event exists), permit the SPV or the Agent, or their respective agents or representatives, (A) to examine and make copies of and abstracts from all Records in the possession or under the control of such Originator, its Affiliates or Subsidiaries or the agents of such Originator or its Affiliates or Subsidiaries, relating to Originator Receivables and the other Receivable Assets, including, without limitation, the related Contracts, and (B) to visit the offices and properties of such Originator, its Affiliates or Subsidiaries or the agents of such Originator or its Affiliates or Subsidiaries, for the purpose of examining such materials described in clause (A) above, and to discuss matters relating to Originator Receivables and the other Receivable Assets or such Originator's performance hereunder or under the Contracts with any of the officers or employees of such Originator having knowledge of such matters and designated by such Originator to discuss such matters with the SPV or the Agent or their agents or representatives. Unless a Potential Event of Termination or Event of Termination is continuing, the SPV and the Agent agree to combine any request for any such examinations and visits with any request being made under Sections 5.1(f) and 5.4(e) of the Receivables Purchase Agreement

(ii) The SPV (with the prior written consent of the Agent) or the Agent may (at its own election or at the request of the Required Purchasers), at such Originator's sole cost and expense make test verifications and other evaluations of the Originator Receivables in any manner and through any medium that the SPV or the Agent considers advisable, and such Originator shall furnish all such assistance and information as the SPV (or the Agent) may require in connection therewith; provided that, unless a Triggering Event has occurred and is continuing, the SPV or the Agent shall conduct no more than two such evaluations pursuant to this subsection during any calendar year. Such Originator shall pay the documented fees and expenses of employees or other representatives of the SPV and the Agent in connection with such evaluations. The SPV or the Agent, as applicable, shall furnish to each Purchaser a copy of the final

written report prepared in connection with any such evaluation and shall provide such Originator with a summary of the analysis of the Originator Receivables contained in any such final written report not less than five Business Days prior to delivery thereof to the Purchasers; provided that the obligations of the SPV and the Agent to so furnish such report or summary hereunder shall be satisfied by delivery of such report or summary under Section 5.4(f)(ii) of the Receivables Purchase Agreement.

(iii) Subject to the last sentence of Section 2.03(b), such Originator shall furnish to the SPV and the Agent any information that the SPV and the Agent may reasonably request regarding the determination and calculation of the Net Receivables Pool Balance including correct and complete copies of any invoices, underlying agreements, instruments or other documents and the identity of all Obligor in respect of Originator Receivables referred to therein.

(i) Transaction Documents. At its expense, maintain each of the Transaction Documents to which it is a party in full force and effect, take all such action to such end as may be from time to time reasonably requested by the SPV or the Agent with respect to such Originator, and make to any party to each of such Transaction Documents such demands and requests for information and reports or for action as it is entitled to make thereunder and as may be from time to time reasonably requested by the SPV or the Agent.

(j) Deposits to Lock-Box Accounts. Instruct all Obligor to make payments in respect of Originator Receivables to a Lock-Box or a Lock-Box Account and, if such Originator shall otherwise receive any Collections (including, without limitation, any Collections deemed to have been received by such Originator pursuant to Section 2.03(a)), segregate and hold in trust such Collections and deposit such Collections, or cause such Collections to be deposited, into the Concentration Account within two Business Days after the end of the week of such receipt.

(k) Subsidiaries. In the case of FNIS, maintain the status of the SPV as a wholly- owned, direct or indirect, subsidiary of FNIS.

SECTION 4.02. Reporting Requirements of Each Originator.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital Investment shall be outstanding and no Obligations (other than contingent indemnification obligations) remain unpaid under this Agreement and the Receivables Purchase Agreement, FNIS and, with respect to Sections 4.02(d), (f) and (g), each Originator shall furnish to the SPV and the Agent for distribution to the Purchasers (unless such information has been delivered pursuant to the Receivables Purchase Agreement):

(a) Annual Reports. As soon as available, but in any event within 105 days after the end of each fiscal year of FNIS beginning with the fiscal year ending on December 31, 2009, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, and audited and accompanied by a report and opinion of KPMG LLP or any other independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; provided that if the independent auditor provides an attestation and a report with respect to management's report on internal control over financial reporting and its own evaluation of internal control over financial reporting, then such report may include a qualification or limitation due to the exclusion of any acquired business from such report to the extent such exclusion is permitted under rules or regulations promulgated by the SEC or the Public Company Accounting Oversight Board.

(b) Quarterly Reports. As soon as available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of FNIS beginning with the fiscal quarter ending on September 30, 2009, a consolidated balance sheet of FNIS and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the fiscal year then ended, setting forth, in each case, in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of FNIS as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of FNIS and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

(c) Annual Forecasts. As soon as available, but in any event no later than 105 days after the end of each fiscal year, forecasts prepared by management of FNIS, in form reasonably satisfactory to the Agent of consolidated balance sheets, income statements and cash flow statements of FNIS and its Subsidiaries for the fiscal year following such fiscal year then ended, which shall be prepared in good faith upon reasonable assumptions at the time of preparation and which shall state therein all the material assumptions on the basis of which such forecasts were prepared), it being understood that actual results may vary from such forecasts and that such variations may be material; provided that compliance with this Section 4.02(c) shall not be required so long as FNIS achieves and maintains at least two of the following three ratings: (i) a corporate credit rating of BBB- or higher from S&P, (ii) a corporate family rating of Baa3 or higher from Moody's and (iii) an issuer default rating of BBB- or higher from Fitch Ratings.

(d) Responsible Officer's Certification. Concurrently with (a) and (b) above, a certificate of a Responsible Officer of such Originator,

(i) certifying that to the best knowledge of such Responsible Officer no Potential Event of Termination or Event of Termination has occurred with respect to such Originator and is continuing or, if a Potential Event of Termination has occurred and is continuing with respect to such Originator, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto; and

(ii) certifying that except as previously notified to the SPV or the Agent pursuant to Section 4.02(f) there has been no change in such Originator's name, form of organization, jurisdiction of organization and organizational number or Federal Taxpayer Identification Number.

(e) Litigation, etc. Prompt written notice after any Specified Responsible Officer learns of the following:

(i) the occurrence of any Triggering Event, Potential Event of Termination or Event of Termination; and

(ii) any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including any matter arising out of or resulting from (A) breach or non-performance of, or any default under, a Contractual Obligation of any Transaction Party or any Subsidiary, (B) any dispute, litigation, investigation, proceeding or suspension between any Transaction Party or any Restricted Subsidiary and any Governmental Authority, (C) the commencement of, or any material adverse development in, any litigation, investigation or proceeding affecting any Transaction Party or any Subsidiary, or (D) the occurrence of any ERISA Event.

Each notice pursuant to this Section 4.02(e) shall be accompanied by a written statement of a Responsible Officer of FNIS (x) that such notice is being delivered pursuant to Section 4.02(e)(i) or (ii) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action FNIS has taken and proposes to take with respect thereto. Each notice pursuant to Section 4.02(e)(i) shall describe with particularity to the extent known any and all provisions of this Agreement and any other Transaction Document in respect of which such Triggering Event, Potential Event of Termination or Event of Termination (as applicable) exists.

(f) Information Regarding Such Originator. Written notice within 15 days immediately following the end of the month in which any change occurs (in any other case) with respect to any change in such Originator's (i) name, (ii) form of organization, (iii) jurisdiction of organization, (iv) organizational number or (v) Federal Taxpayer Identification Number.

(g) Other. Subject to the last sentence of Section 2.03(b), promptly, from time to time, such other information, documents, records or reports respecting this Agreement or the other Transaction Documents, the Originator Receivables or any other

Receivable Assets or the condition or operations, financial or otherwise, of such Originator as the SPV or the Agent may from time to time reasonably request.

Documents required to be delivered pursuant to clauses (a) or (b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (a) on which FNIS posts such documents, or provides a link thereto on FNIS's website on the Internet at www.investor.fidelityinfoservices.com/sec.cfm; or (b) on which such documents are posted on FNIS's behalf on IntraLinks or other relevant website, to which each Purchaser and the Agent are granted access (whether a commercial, third-party website or whether sponsored by the Agent); provided that FNIS shall notify (which may be by facsimile or electronic mail or by an automated electronic alert of a posting) the Agent of the posting of any such documents which notice may be included in the certificate delivered pursuant to Section 4.02(d). Except for such certificate, the Agent shall have no obligation to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by FNIS with any such request for delivery, and each Purchaser shall be solely responsible for requesting delivery to it or maintaining its copies of such documents. FNIS hereby acknowledges that (a) the Agent will make available to the Purchasers materials and/or information provided by or on behalf of any Originator hereunder by posting same to IntraLinks or another similar electronic system.

SECTION 4.03. Negative Covenants of Each Originator.

Until the later of (i) the Termination Date and (ii) the date upon which no Capital shall be outstanding and no Obligations (other than contingent indemnification obligations) remain unpaid under this Agreement and the Receivables Purchase Agreement, each Originator shall not:

(a) Extension or Amendment of Receivables. Except as otherwise permitted in Section 6.2 of the Receivables Purchase Agreement and the applicable Credit and Collections Policy, extend, amend or otherwise modify the terms or Outstanding Balance of any Originator Receivable, or extend, amend, modify or waive any term or condition of any Contract related thereto.

(b) Change in Business Lines or Credit and Collection Policy. Engage to any material extent in any business other than any of the businesses in which it is engaged on the Closing Date, and any business reasonably related, incidental, complementary or ancillary thereto or extensions, expansions or developments thereof, or make any change in the Credit and Collection Policy, in either case, that would be reasonably likely to materially impair the collectability of the Originator Receivables.

(c) Change in Payment Instructions to Obligors. Make any change in the instructions to Obligors regarding payments to be made to any Lock-Box or Lock-Box Account, unless the Agent shall have received at least 10 Business Days' prior written notice of such addition, termination or change and shall have received, with respect to each new Lock-Box Account, a Shifting Control Deposit Account Agreement

executed by the Lock-Box Bank that maintains such Lock-Box Account and the owner of such Lock-Box Account.

(d) Deposits to Lock-Box Accounts. Deposit or otherwise credit, or cause or grant permission to be so deposited or credited, to any Restricted Account (other than a Lock-Box Account) cash or cash proceeds in an amount exceeding \$100,000 in the aggregate other than Collections of Originator Receivables (provided, however, that no Originator shall be deemed to have violated this covenant if, within five Business Days after any Specified Responsible Officer of such Originator learns that cash or cash proceeds in an aggregate amount exceeding \$100,000 have been incorrectly deposited or credited to any Restricted Account, such Originator removes such cash or cash proceeds from such Restricted Account (or, with respect to Restricted Accounts then under the exclusive control of Agent, notifies the Agent that such removal is required)).

(e) Organizational Documents: Change of Name, Etc.

(i) Change its name, form of organization or jurisdiction of organization, unless, prior to the effective date of any such change, if such change adversely affects the rights of the Agent under then existing Control Agreements with such Transaction Party to take control of the Restricted Accounts pursuant to Section 6.3(a) of the Receivables Purchase Agreement, such Originator delivers to the SPV and the Agent new Control Agreements executed by such Originator and the relevant banks, to the extent necessary to reflect such changes and to continue to enable the Agent to exercise such rights.

(ii) Cause or permit the SPV's Organization Documents to be amended, supplemented or otherwise modified without the consent of the Agent (not to be unreasonably withheld or delayed).

(f) Sale of Receivables. Prepare any financial statements which shall account for the transactions contemplated hereby in any manner other than the sale of the Receivable Assets by such Originator to the SPV or otherwise treat in any other respect (other than for accounting and tax purposes) the transactions contemplated by this Agreement in any manner other than as sales of Receivable Assets by such Originator to the SPV.

(g) Voluntary Petitions. Cause the SPV to file a voluntary petition under the Bankruptcy Code or any other bankruptcy or insolvency laws so long as the SPV is not "insolvent" within the meaning of the Bankruptcy Code, and unless, and only unless, such filing has been authorized in accordance with the SPV's Organization Documents.

(h) Maintenance of SPV's Separate Existence. Take any action, or omit to take any action, if the effect is to cause the SPV to fail to perform or observe in any material respect the covenants contained in Section 5.1(d) and Section 5.1(j) of the

Receivables Purchase Agreement or to otherwise cause the SPV not to be considered as a legal entity separate and distinct from such Originator.

ARTICLE V
ADMINISTRATION AND COLLECTION

SECTION 5.01. Designation of SPV's Servicer.

(a) The Originator Receivables shall be serviced, administered and collected by the Person (the "SPV's Servicer") designated from time to time to perform the duties of the Servicer under the Receivables Purchase Agreement in accordance with Section 6.1 of the Receivables Purchase Agreement, and shall be serviced, administered and collected by the SPV's Servicer in the manner set forth in Section 6.2 of the Receivables Purchase Agreement (including by subcontracting to any other Originator or any Receivables Administrator in accordance with Section 6.1(b) of the Receivables Purchase Agreement). Until the Agent designates a new Servicer in accordance with Section 6.1 of the Receivables Purchase Agreement, FNIS is hereby designated to act as, and FNIS hereby agrees to perform the duties and obligations of, the SPV's Servicer hereunder.

SECTION 5.02. Rights of the SPV and the Agent.

(a) Each Originator hereby acknowledges the transfer by the SPV and the Receivables Administrators (as applicable) to the Agent of control of the Lock-Box Accounts to which the Obligors of Originator Receivables shall make payments, and the other Restricted Accounts, and shall take any further action that the Agent may reasonably request to effect such transfer.

(b) At any time during the continuance of an Event of Termination:

- (i) Each of the SPV and the Agent acting together or alone may notify the Obligors of Originator Receivables, at each Originator's expense, of the SPV's interest in the Originator Receivables and the ownership of Receivable Interests by the Purchasers.
 - (ii) Each of the SPV and the Agent acting together or alone may, at the expense of the respective Originators to which the respective Originator Receivables shall have been originally owed, direct the Obligors of such Originator Receivables, or any of them, to make payment of all amounts due or to become due to any Originator under Originator Receivables directly to the Agent or its designee.
 - (iii) Each Originator shall, at the SPV's or the Agent's request and at such Originator's expense, give notice of such ownership to such Obligors and direct them to make such payments directly to the Agent or its designee.
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(iv) Each Originator shall, at the SPV's or the Agent's request and at such Originator's expense, (A) assemble, and make available to the SPV and the Agent at a place reasonably selected by the Agent or its designee, all of the Records which evidence or relate to the Receivable Assets, and the related Contracts and Related Security, or which are otherwise necessary to collect the Originator Receivables, provided that, in the case of Records consisting of computer programs, data processing software and any other intellectual property under license from third parties, such Originator will make available such Records only to the extent that the license for such property so permits, and provided, further, that during the continuance of an Event of Termination, such Originator shall, at the request of the SPV or the Agent, commence the process of assembling such Records, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections or other proceeds of Originator Receivables in a manner reasonably acceptable to the Agent and, shall promptly upon receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Agent or its designee.

(v) The Agent may take any and all commercially reasonable steps in the name of any Originator and on behalf of such Originator, the SPV and the Purchasers that are necessary, in the reasonable determination of the Agent, to collect amounts due under any and all Originator Receivables, including, without limitation, endorsing such Originator's name on checks and other instruments representing Collections or other proceeds of Originator Receivables and enforcing the Originator Receivables and the related Contracts and Related Security, and adjusting, settling or compromising the amount or payment thereof, in the same manner and to the same extent as such Originator might have done in the absence of Section 4.03(a).

(c) At any time during the continuance of a Triggering Event, the Agent may, upon the instructions of the Required Purchasers and at such Originator's expense, request any of the Obligors of the Originator Receivables to confirm the Outstanding Balance of such Obligor's Originator Receivables.

SECTION 5.03. Responsibilities of the Originators.

Anything herein to the contrary notwithstanding:

(a) Each Originator shall perform its obligations (if any) under the Contracts related to the Originator Receivables to the same extent as if the Receivable Assets had not been sold and the exercise by the SPV or the Agent of its rights hereunder or under the Receivables Purchase Agreement shall not release the SPV's Servicer or such Originator from such obligations or its obligations with respect to any Originator Receivables or under the related Contracts; and

(b) Neither the SPV nor the Agent nor the Purchasers nor any other Indemnified Party shall have any obligation or liability with respect to any Originator Receivables or related Contracts, nor shall any of them be obligated to perform any of the obligations of any Originator thereunder.

SECTION 5.04. Further Actions Evidencing Purchases.

(a) Subject to the last sentence of Section 2.03(b), each Originator agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the SPV or the Agent may reasonably request, to perfect, protect or more fully evidence or maintain the validity and effectiveness of the sale, transfer and assignment of Receivable Assets by such Originator to the SPV hereunder and the Receivable Interests purchased by the Purchasers under the Receivables Purchase Agreement, to carry out more effectively the purposes of the Transaction Documents and to enable any of them or the Agent to exercise and enforce their respective rights and remedies hereunder or under the other Transaction Documents. Without limiting the foregoing, each Originator will, upon the request of the SPV or the Agent, in order to perfect, protect or evidence such sales, transfers and assignments and such Receivable Interests: (i) file or caused to be filed such financing or continuation statements or amendments thereto or assignments thereof, and such other instruments and documents, that may be necessary, or that the SPV or the Agent may reasonably request; (ii) during the continuance of any Event of Termination, mark conspicuously each invoice evidencing each Originator Receivable with a legend stating that such Originator Receivables and related Contract have been sold, transferred and assigned to the SPV in accordance with this Agreement; and (iii) during the continuance of any Event of Termination, mark its master data processing records evidencing such Originator Receivables and related Contracts with such legend. Notwithstanding anything to the contrary in this Agreement or any Transaction Document, in no event will any Transaction Party be required (nor shall the Agent or any Purchaser be entitled) to notify any Obligor of the sale of any Originator Receivables or any Related Security from any Originator to the SPV (or the subsequent sale thereof by the SPV to the Purchasers) unless an Event of Termination then exists, it being understood and agreed that this sentence shall not in any way limit the ability of the SPV or the Agent to file financing statements and other similar documents that are contemplated by Section 2.01(c) hereof and Section 6.5(b) of the Receivables Purchase Agreement.

(b) Each Originator hereby authorizes each of the SPV and the Agent acting together or alone to file (with a copy provided to the Originator) one or more financing or continuation statements and amendments thereto and assignments thereof, relating to all or any of the Receivable Assets without the signature of such Originator where permitted by law. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law.

(c) If FNIS in its capacity as SPV's Servicer fails to perform any of its obligations hereunder, the SPV or the Agent may, upon prior written notice to FNIS, itself perform, or cause performance of, such obligation, and the reasonable costs and

expenses of the Agent or the SPV incurred in connection therewith shall be payable by the Originator under Section 6.01 or 8.04, as applicable.

ARTICLE VI
INDEMNIFICATION

SECTION 6.01. Indemnities by the Originators.

Without limiting any other rights that any Indemnified Party may have hereunder or under applicable law, and whether or not any of the transactions contemplated hereby are consummated, each Originator hereby agrees, severally but not jointly, to indemnify each Indemnified Party from and against, and hold each thereof harmless from, any and all claims, losses, liabilities, costs and expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses of one counsel to all Indemnified Parties, exclusive of one local counsel to all Indemnified Parties, unless the interests of the Agent and the Purchasers are sufficiently divergent, in which case one additional counsel may be appointed) (all of the foregoing being collectively referred to as "Indemnified Amounts") arising out of, or resulting from, in whole or in part, the Transaction Documents or the activities of such Originator in connection herewith or with any other Transaction Document or the use of proceeds of sales, transfers and assignments of Receivable Assets hereunder; excluding, however, Indemnified Amounts (a) to the extent resulting from (x) the gross negligence or willful misconduct on the part of such Indemnified Party as determined by the final non-appealable judgment of a court of competent jurisdiction or (y) the failure to collect amounts in respect of an Originator Receivable to the extent such failure results from a discharge of the Obligor with respect thereto in a proceeding in respect of such Obligor under applicable bankruptcy laws or otherwise results from the Obligor's financial inability to pay such amounts or (b) that are subject to the exclusions from reimbursement or payment therefor under Section 2.14 of the Receivables Purchase Agreement (such Indemnified Amounts excluded by the immediately preceding clauses (a) or (b) are the "Excluded Amounts"). Neither any Indemnified Party nor any Transaction Party shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Transaction Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date). Without limiting or being limited by the foregoing and whether or not any of the transactions contemplated hereby are consummated, each Originator shall pay within ten Business Days after demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts (other than Excluded Amounts) which relate to or result from, or which would not have occurred but for, one or more of the following:

- (i) any Receivable originally owed to such Originator becoming an Originator Receivable which is not at the date of its sale, transfer and assignment hereunder an Eligible Receivable;

- (ii) any representation or warranty or statement made or deemed made by such Originator (or any of its officers) under or in connection with this Agreement or any other Transaction Document or any Receivables Activity Report, Seller Report or other document delivered or to be delivered by such Originator in connection herewith or with any other Transaction Document being incorrect in any material respect when made or deemed made or delivered;
- (iii) the failure by such Originator to comply with any applicable law, rule or regulation with respect to any Originator Receivable originally owed to such Originator or the related Contract or any Related Security with respect thereto; or the failure, as a result of any action or omission of such Originator, of any Originator Receivable or the related Contract or any Related Security with respect thereto to conform to any such applicable law, rule or regulation;
- (iv) the failure by any action or inaction of such Originator to vest in the SPV a first priority (subject to Permitted Liens) perfected 100% ownership interest in each Originator Receivable originally owed to such Originator and the Related Security and Collections in respect thereof, free and clear of any Lien (except for Liens created by the Transaction Documents and Permitted Liens);
- (v) the failure of such Originator to have filed, or any delay by such Originator in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any Originator Receivable originally owed to such Originator and the Related Security and Collections in respect thereof, whether at the time of the initial sale, transfer and assignment hereunder or at any subsequent time;
- (vi) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of any Obligor with or against such Originator to the payment of any Originator Receivable originally owed to such Originator (including, without limitation, any defense based on the fact or allegation that such Receivable or the related Contract is not a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale by such Originator of the goods or services related to such Receivable or such Originator's furnishing or failure to furnish such goods or services;
- (vii) any failure of such Originator (and, in the case of FNIS, any failure of FNIS, as SPV's Servicer, Servicer, or otherwise) to perform its duties, obligations or covenants under and in accordance with this Agreement or any other Transaction Document or to perform its duties or obligations under any Contract;

(viii) any product liability, personal injury, copyright infringement, theft of services, property damage, or other breach of contract, antitrust, unfair trade practices or tortious claim arising out of or in connection with any action or omission of such Originator and the subject matter of any Contract or out of or in connection with any transaction contemplated by this Agreement, any other Transaction Document or any other instrument or document furnished pursuant hereto or such Contract;

(ix) the commingling by such Originator of Collections of Originator Receivables originally owed to such Originator at any time with other funds;

(x) any action or omission by such Originator, whether as SPV's Servicer, Servicer or otherwise, reducing or impairing the rights of the SPV hereunder or of any Purchaser of a Receivable Interest under the Receivables Purchase Agreement, any other Transaction Document or any other instrument or document furnished pursuant hereto or thereto or with respect to any Originator Receivable;

(xi) any cancellation or modification of an Originator Receivable originally owed to such Originator, the related Contract or any other Related Security, whether by written agreement, verbal agreement, acquiescence or otherwise, unless such cancellation or modification was made in accordance with Section 6.2 of the Receivables Purchase Agreement and the applicable Credit and Collections Policy or by or with the express consent of the Agent or a Servicer that is not FNIS or an Affiliate or Subsidiary of FNIS; *provided* that in no event shall Indemnified Amounts include any unpaid portion of an Originator Receivable effected by any such cancellation or modification;

(xii) (A) any investigation, litigation or proceeding related to or arising from such Originator's execution, delivery or performance of this Agreement, any other Transaction Document or any other instrument or document furnished by such Originator pursuant thereto, or any transaction contemplated by this Agreement or any Contract to the extent involving such Originator, or the ownership of, or other interest in, any Originator Receivable originally owed to such Originator, the related Contract or Related Security, or (B) the use by such Originator of proceeds of any sale, transfer and assignment of any Receivable Asset hereunder;

(xiii) the existence of any Lien (except for Liens created pursuant to the Transaction Documents and Permitted Liens) against or with respect to any Originator Receivable originally owed to such Originator, the related Contract, Related Security or Collections and resulting from any act or omission of such Originator;

(xiv) any failure by such Originator to pay when due any taxes, including without limitation sales, excise or personal property taxes, payable by such Originator in connection with any Originator Receivable originally owed to such Originator or the related Contract or any Related Security with respect thereto; or

(xv) any claim brought by any Person other than an Indemnified Party arising from any activity of such Originator or any Subsidiary of such Originator (other than the SPV) in servicing, administering or collecting any Originator Receivable originally owed to such Originator.

ARTICLE VII

ADDITION AND TERMINATION OF ORIGINATORS

SECTION 7.01. Addition of Originators.

Subject to Section 7.02, from time to time, one or more Subsidiaries which are 100% owned, directly or indirectly, by FNIS, which own or originate Receivables may become Originators hereunder and parties hereto; provided that neither Metavante Holdings, LLC nor any of its direct or indirect subsidiaries may become an Originator hereunder prior to payment in full of all amounts owing under the Metavante Credit Agreement and termination thereof (or consent from the requisite lenders thereunder). If any such Subsidiary wishes to become an additional Originator or if FNIS or any Originator desires to acquire any Person as a new wholly-owned Subsidiary and cause such Subsidiary to be an Originator at the time such acquisition is consummated, it shall submit a notice to such effect in writing to the SPV and the Agent. If the conditions precedents set forth in Section 7.02 are satisfied, such Subsidiary shall become an additional Originator hereunder and a party hereto on the related Originator Addition Date.

SECTION 7.02. Conditions Precedent to the Addition of an Originator.

No Subsidiary of FNIS shall be added as an Originator hereunder unless the conditions set forth below shall have been satisfied on or before the date designated for the addition of such Originator (the "Originator Addition Date"):

(a) the SPV and the Agent shall have received copies of duly adopted resolutions of the Board of Directors, partners or managers (as applicable) of such proposed additional Originator, as in effect on the related Originator Addition Date, authorizing this Agreement and the execution of a supplement to this Agreement, substantially in the form of Exhibit B hereto ("Originator Supplement"), making such proposed additional Originator an "Originator" hereunder and under any other Transaction Document, the documents to be delivered by such proposed additional Originator hereunder and under any other Transaction Document and the transaction

contemplated hereby and thereby, certified by the Secretary or Assistant Secretary (or similar officer) of such proposed additional Originator;

(b) the SPV and the Agent shall have received duly executed certificates of the Secretary or an Assistant Secretary (or similar officer) of such proposed additional Originator, dated the related Originator Addition Date, certifying the names and true signatures of the officers authorized on behalf of such proposed additional Originator to sign any instruments or documents in connection with the addition of such proposed additional Originator as a "Originator" under this Agreement or for purposes of any other Transaction Document;

(c) one or more Lock-Box Accounts shall exist and shall have been designated by the SPV for receipt of the Originator Receivables to be sold by such proposed additional Originator, and a Control Agreement shall be in effect with respect to each such Lock-Box Account;

(d) the SPV and the Agent shall have received copies of proper financing statements (Form UCC-1), in such form as the Agent, on the SPV's behalf, may reasonably request, naming such proposed additional Originator as the debtor and Originator of Originator Receivables, the Related Security and Collections related thereto and proceeds to be sold by such proposed additional Originator, the SPV as the secured party and purchaser thereof and the Agent, as assignee (or other, similar instruments or documents, as may be necessary or, in the reasonable opinion of the Agent, on the SPV's behalf, desirable under the UCC or any comparable law of all appropriate jurisdictions to perfect and protect the sale by such Originator to the SPV of Originator Receivables, the Related Security and Collections related thereto and proceeds to be sold by such proposed additional Originator);

(e) the SPV and the Agent, on the SPV's behalf, shall have received search reports (i) listing all effective financing statements that name such proposed additional Originator as debtor and that are filed in the jurisdictions in which filings were made pursuant to subsection (d) above and in such other jurisdictions that the Agent may reasonably request, together with copies of such financing statements (none of which (other than any of the financing statements described in subsection (d) above or that relate to the transaction contemplated by the Transaction Documents) shall cover any Originator Receivables or any Related Security or Collections related thereto or proceeds unless appropriate releases and/or termination statements with respect thereto are executed and delivered to the SPV and the Agent), and (ii) listing all tax liens and judgment liens (if any) filed against any debtor referred to in clause (i) above in the jurisdictions described therein and showing no such Liens;

(f) such proposed additional Originator shall have delivered or transmitted to the SPV, with respect to the Originator Receivables, a computer tape, diskette or data transmission reasonably acceptable to the SPV showing, as of a date no later than 15 Business Days prior to the related Originator Addition Date, the information required to be contained in a Receivables Report as to all Originator Receivables to be

transferred by such proposed additional Originator to SPV on the related Originator Addition Date;

(g) the SPV and the Agent shall have received such customary certificates, organizational documents, good standing certificates, agreements, instruments, direction letters, consents, waivers, amendments, legal opinions (substantially similar to those given in connection with other Originators on the Closing Date) or documents as reasonably requested by the SPV or the Agent;

(h) the SPV and the Agent shall have received duly executed copies of a Supplement to this Agreement, substantially in the form of Exhibit B, making such proposed additional Originator an "Originator" hereunder and thereunder, which Supplement shall have been duly acknowledged by the SPV and the Agent (which acknowledgment shall be provided so long as all other conditions in this Section 7.02 are satisfied); and

(i) if requested by the Agent, the Agent shall be reasonably satisfied with the results of a field examination of such Originator conducted by JPMCB's internal auditors. By its acknowledgement hereof, the Agent agrees to use commercially reasonable efforts to cause such internal auditors to complete such field examination within 30 days after the date on which FNIS notifies the Agent that FNIS intends to add the proposed additional Originator, subject to any delays caused by any Transaction Party or any other delays beyond the reasonable control of the Agent or such internal auditors; and

(j) the Agent shall have received such other information, documents, records or reports with respect to such proposed additional Originator or the Originator Receivables to be sold by such proposed additional Originator as the Agent may from time to time reasonably request prior to the Originator Addition Date.

SECTION 7.03. Termination of an Originator.

(a) Any Originator (other than FNIS) shall be terminated as an Originator hereunder by the SPV and with prior written notice to the Agent, on behalf of the Purchasers, (i) on the occurrence of any event set forth in Section 7.1(f) of the Receivables Purchase Agreement as to such Originator, (ii) if FNIS ceases to own, directly or indirectly, 100% of the Equity Interests of such Originator, or (iii) on five Business Days' notice to such effect by the Agent (with the consent or at the request of the Required Purchasers) to the SPV following the occurrence of any Event of Termination as to such Originator (each a "Mandatory Originator Termination Date"). From and after any Mandatory Originator Termination Date, the SPV shall cease buying Receivable Assets from the related Originator. Each such Originator being terminated shall be released as an Originator party hereto for all purposes and shall cease to be a party hereto on the 91st day after the date on which there are no amounts payable hereunder by such Originator and no amounts outstanding with respect to Originator

Receivables previously sold by such Originator to the SPV, whether such amounts have been collected or written off in accordance with the Credit and Collection Policy of such Originator. Prior to such day, such Originator shall be obligated to perform its obligations hereunder and under the Transaction Documents to which it is a party with respect to Receivable Assets previously sold by such Originator to the SPV, including, without limitation, its obligation to direct the deposit of Collections into the appropriate Lock-Box or Lock-Box Account.

(b) From time to time, the Originators may request in writing (with a copy to the Agent) that the SPV designate one or more Originators as Originators that cease to be parties to this Agreement (a "Permissive Originator Termination"); provided that no Event of Termination or Potential Event of Termination has occurred or will occur as a result thereof. Promptly after receipt of any such designation by the Agent and each other Originator, such Originator shall select a date, which date shall not be earlier than 15 Business Days after the date of receipt by the Agent of written notice of such designation, as such Originator's "Permissive Originator Termination Date"; provided that such Permissive Originator Termination may not occur with respect to an Originator without the written consent of the Agent, on behalf of the Purchasers, if (i) the aggregate Outstanding Balance of the Originator Receivables of such Originator, together with that of all other existing or prior Originators subject to a simultaneous or prior Permissive Originator Termination since the first day of the calendar month covered by the most recent Seller Report delivered pursuant to Section 5.5(j) of the Receivables Purchase Agreement (collectively, the "Other Applicable Terminations"), exceeds 10% of the aggregate Outstanding Balance of all Originator Receivables of all Originators reflected in such Seller Report and (ii) the Outstanding Amount of Eligible Receivables reflected in such Seller Report, after giving pro forma effect to such Permissive Originator Termination (and any such Other Applicable Terminations), are less than 150% of the outstanding Capital as of the date of such notice to the Agent. From and after any Permissive Originator Termination Date, the SPV shall cease buying Receivables Assets from the related Originator. Each such Originator shall be released as an Originator party hereto for all purposes and shall cease to be a party hereto on the 91st day after the date on which there are no amounts payable hereunder by such Originator and no amounts outstanding with respect to Originator Receivables previously sold by such Originator to the SPV, whether such amounts have been collected or written off in accordance with the Credit and Collection Policy of such Originator. Prior to such day, such Originator shall be obligated to perform its obligations hereunder and under the Transaction Documents to which it is a party with respect to Originator Receivables previously sold by such Originator to SPV, including, without limitation, its obligation to direct the deposit of Collections into the appropriate Lock-Box or Lock-Box Account.

(c) A terminated Originator shall have no obligation to repurchase any Originator Receivables previously sold by it to the SPV, but will have continuing obligations with respect to such Receivables (including, for the avoidance of doubt, such Originator's obligation to make payment in respect of any Collections deemed to have been collected in respect of such Receivables pursuant to Section 2.03(a)) to the extent such obligations arise hereunder or under any Transaction Document to which such

Originator is a party, and shall be entitled to receive any settlement of any Purchase Price payment pursuant to the provisions of Article II hereof.

(d) Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, the SPV shall have the right to require that an Originator be terminated, and that such Originator repurchase from the SPV all (but not less than all) of its Originator Receivables to the extent that Collections have not yet been received by the SPV, the Servicer or any Receivables Administrator with respect to such Originator Receivables, if such termination is necessary for the SPV to ensure that it will be able to maintain its exemption from any requirement that it guaranty any obligation owing in respect of the FNIS Credit Agreement (or any Permitted Refinancing (as defined therein) thereof) or the Metavante Credit Agreement (or any Permitted Refinancing (as defined therein) thereof) (such termination, a "Guaranty Protection Termination"); provided, that, (i) no Event of Termination or Potential Event of Termination will occur as a result of such Guaranty Protection Termination and (ii) both as of the date of notice provided to the Agent pursuant to the succeeding sentence and after giving pro forma effect to such Guaranty Protection Termination, (A) if such Guaranty Protection Termination relates to an exception in the applicable credit agreement that is based on the Total Assets of FNIS and its Domestic Subsidiaries, the Total Assets of the SPV shall account for no less than 4.0% of the Total Assets of FNIS and its Domestic Subsidiaries and (B) if such Guaranty Protection Termination relates to an exception in the applicable credit agreement that is based on the Consolidated EBITDA (as defined in such applicable credit agreement) of FNIS and its Domestic Subsidiaries, the Consolidated EBITDA of the SPV shall account for no less than 4.0% of the Consolidated EBITDA of FNIS and its Domestic Subsidiaries. In the event that the SPV determines that a Guaranty Protection Termination is necessary and permitted pursuant to this Section 7.03(d), the SPV shall give notice to that effect to the applicable Originator and the Agent specifying the date for such termination (such date, the "Guaranty Protection Termination Date"), which shall be a date not earlier than five Business Days after the date on which such notice is given. On the Guaranty Protection Termination Date, such Originator shall repurchase from the SPV for cash all Originator Receivables sold by such Originator to the SPV with respect to which Collections shall not yet have been received by the SPV for a repurchase price equal to the Purchase Price originally paid by the SPV to such Originator for such Originator Receivables (and, notwithstanding anything to the contrary in Section 7.03(b), such Originator shall thereupon be released from any and all further obligations or liabilities under this Agreement).

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. Amendments, Etc.

No amendment or waiver of any provision of this Agreement or any Subordinated Note or consent to any departure by any Originator or the SPV therefrom shall be effective unless in a writing and signed by the Agent pursuant to the terms of the Receivables Purchase Agreement and, in the case of any such waiver or consent, the

party against which the waiver or consent is to be enforced or, in the case of any such amendment, the SPV and each Originator, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the SPV, any Purchaser or the Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

SECTION 8.02. Notices, Etc.

(a) All notices and other communications hereunder shall, unless otherwise stated herein, be in writing or by any telecommunications device capable of creating a written record (including with respect to Approved Electronic Communications and other notices and communications described below, electronic mail), to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as shall be designated by such party in a written notice to the other parties hereto.

(b) All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given or made on the date of receipt if delivered by hand or overnight courier service or sent by telecopy equipment of the sender, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in Section 8.02(a) or in accordance with the latest unrevoked direction from such party given in accordance with Section 8.02(a).

(c) Notices and other communications to the Agent hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent. The Agent, the SPV or any Originator 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.

SECTION 8.03. Binding Effect; Assignability.

This Agreement shall become effective when it shall have been executed by each Originator, FNIS, as the SPV's Servicer, and SPV and acknowledged by the Agent, and thereafter shall be binding upon and inure to the benefit of such Originator, the SPV, the Agent, and each other Indemnified Party and their respective successors and assigns, except that no Originator shall have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the SPV and the Agent and each Purchaser, and the SPV shall not have the right to assign its rights or obligations hereunder or any interest herein, except its sale and assignment of the Related Security to the Purchasers pursuant to the Receivables Purchase Agreement (and the Originators hereby consent to such sale and assignment). This Agreement shall create and constitute the continuing obligation of the parties hereto in accordance with its terms, and shall remain in full force and effect until the Termination Date; provided, however,

that rights and remedies with respect to the provisions of Article VI and Sections 2.03, 8.04, 8.06, 8.08, 8.12 and 8.13 shall be continuing and shall survive any termination of this Agreement.

SECTION 8.04. Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted under this Agreement, FNIS shall pay all reasonable out-of-pocket costs and expenses in connection with the preparation, execution, delivery and administration (including periodic auditing of Originator Receivables) of, and searches and filings in respect of, this Agreement, the other Transaction Documents and the other documents and agreements to be delivered hereunder or thereunder, and costs and expenses, if any, by the SPV under Section 11.5 of the Receivables Purchase Agreement, including, without limitation, in each case, the reasonable fees, charges and disbursements of Davis Polk & Wardwell, special counsel for the Agent, and counsel for the Purchasers with respect thereto and advising the Agent as to its rights and remedies hereunder. FNIS further agrees to pay all out-of-pocket expenses incurred by the SPV or the Agent or any Purchaser, including the fees, charges and disbursements of any counsel for the Agent or any Purchasers, in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement, the other Transaction Documents and the other instruments and documents to be delivered in connection herewith or therewith.

(b) In addition, each Originator agrees to pay any present or future stamp, court or documentary taxes and any other excise, property, intangible or mortgage recording taxes or charges or similar levies related to its Originator Receivables (and any related Contract or any Related Security) or any payment made hereunder with respect thereto or which arise from such Originator's execution, delivery or performance of any Transaction Document to which it is a party, or the enforcement or registration by any Indemnified Party, of any Transaction Document, but excluding taxes on or measured by net income or overall gross income, including branch profits, and franchise and similar taxes imposed on it in lieu of net income taxes (such non-excluded taxes being hereinafter referred to as "Other Taxes"). Each Originator shall indemnify each Indemnified Party for and hold it harmless against the full amount of Other Taxes (including, without limitation, any taxes imposed by any jurisdiction on amounts payable under this Section 8.04(b)) imposed on or paid by such Indemnified Party and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto whether or not such Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Indemnified Party makes written demand therefor (with a copy to the Agent).

SECTION 8.05. Non-Business Days.

In any case where any payment or action is due under this Agreement on a day which is not a Business Day, such payment or action may be made on the next succeeding Business Day, but such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be.

SECTION 8.06. Confidentiality.

Each of the Originators and the SPV agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information, will have agreed or otherwise be obligated to keep such Information confidential, and the applicable Originator or the SPV, as the case may be, shall be responsible for compliance by such Persons with such obligations) (b) to the extent required or requested by any regulatory authority having jurisdiction over the applicable Person, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the Person that discloses any Information pursuant to this clause (c) shall provide the other parties to this Agreement prompt notice of such disclosure), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under any Transaction Document or any suit, action or proceeding relating to any Transaction Document or the enforcement of rights thereunder, (f) subject to obtaining a written agreement containing provisions substantially the same as those of this Section from the intended recipient of such Information, to any assignee of or participant in, or any prospective assignee of or participant in, any of the rights or obligations of the Agent or any Purchaser under the Receivables Purchase Agreement (including any SPC (as defined in the Receivables Purchase Agreement)), (g) with the consent of an Originator, (h) for purposes of Section 9.1(e) of the Receivables Purchase Agreement only, to any rating agency (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Transaction Parties and their Subsidiaries received by it from such Purchaser), (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available on a nonconfidential basis from a source other than the Transaction Parties or (j) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to such contractual counterparty's professional advisor) so long as the recipient of such Information agrees to be bound by the provisions of this Section. For the purposes of this Section, "Information" means all information received from the Transaction Parties relating to the Transaction Parties and their Affiliates or their respective businesses, other than any such information that is available on a nonconfidential basis prior to disclosure by any Transaction Party.

Notwithstanding any other provision herein, each Originator and the SPV (and each employee, representative or other agent of such party) may disclose to any and all Persons, without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated by the Transaction Documents and all materials of any kind (including opinions or other tax analyses) that are provided to such Originator or the SPV relating to such tax treatment and tax structure.

SECTION 8.07. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8.08. Consent to Jurisdiction.

(a) Any legal action or proceeding with respect to this Agreement or any other Transaction Document may be brought in the courts of the State of New York sitting in the Borough of Manhattan, the City of New York, or of the United States of America for the Southern District of New York, and, by execution and delivery of this Agreement, each of the parties hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(b) Each of the parties hereto hereby irrevocably consents to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding brought in the United States of America arising out of or in connection with this Agreement or any other Transaction Document by the mailing (by registered or certified mail, postage prepaid) or delivering of a copy of such process to such party, as the case may be, at its address specified in Section 8.02. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Nothing contained in this Section 8.08 shall affect the right of any party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

SECTION 8.09. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by telecopier, PDF or other electronic means of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 8.10. Entire Agreement.

This Agreement and the other Transaction Documents to which the parties hereto are party contain a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, relating to the subject matter hereof.

SECTION 8.11. Severability of Provisions.

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 or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 8.12. Waiver of Jury Trial.

Each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or any of the other Transaction Documents or the Purchases or the actions of the Agent or any Indemnified Party in the negotiation, administration, performance or enforcement hereof or thereof.

SECTION 8.13. No Proceedings.

(a) Each of the Originators hereby agrees that it will not institute against the SPV any proceeding of the type referred to in Section 7.1(f) of the Receivables Purchase Agreement so long as there shall not have elapsed one year plus one day since the later of the (i) the Termination Date and (ii) the date upon which no Capital Investment for any Receivable Interest shall be existing and no amounts payable under this Agreement and the Receivables Purchase Agreement remain unpaid.

(b) No claim may be made by any party to this Agreement or any other Person against any other party hereto or any Indemnified Party or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement and the other Transaction Documents, or any act, omission or event occurring in connection therewith; and each party to this Agreement hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date above written.

FIDELITY NATIONAL INFORMATION SERVICES,
INC., as an Originator and as SPV's Servicer

By: _____
Name: Jason L. Couturier
Title: Vice President and Assistant Treasurer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

Receivables Sale Agreement

OTHER ORIGINATORS:

ASSET EXCHANGE, INC.

CHEX SYSTEMS, INC.

EFUNDS IT SOLUTIONS GROUP, INC.

FIDELITY NATIONAL TRANSACTION SERVICES, INC.

By: _____

Name: Jason L. Couturier

Title: Authorized Signatory

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

Receivables Sale Agreement

ATM MANAGEMENT SERVICES, INC.
AURUM TECHNOLOGY LLC
eFUNDS CORPORATION
FIDELITY INFORMATION SERVICES, INC.
FIDELITY NATIONAL CARD SERVICES, INC.
FIDELITY NATIONAL E-BANKING SERVICES, INC.
FIDELITY NATIONAL FIRST BANKCARD SYSTEMS, INC.
FIDELITY NATIONAL INFORMATION SERVICES, LLC
FIDELITY NATIONAL INFORMATION SOLUTIONS, INC.
FIS CORE PROCESSING SERVICES, LLC
FIS ITEM PROCESSING SERVICES, LLC
FIS MANAGEMENT SERVICES, LLC
FIS OUTPUT SOLUTIONS, LLC
INTERCEPT, INC.
PENLEY, INC.
SANCHEZ COMPUTER ASSOCIATES, LLC
SANCHEZ SOFTWARE, LTD.
SECOND FOUNDATION, INC.
WCS ADMINISTRATIVE SERVICES, INC.
WILDCARD SYSTEMS, INC.

By: _____
Name: Jason L. Couturier
Title: Vice President and Assistant Treasurer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

Receivables Sale Agreement

FIS RECEIVABLES SPV, LLC, as SPV

By:

Name: Jason L. Couturier
Title: Vice President and Assistant Treasurer

Address: 601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Michael Sax, Treasurer
Tel: 904-854-3244
Fax: 904-357-1023

copy to:

601 Riverside Avenue
Jacksonville, Florida 32204
Attention: Ronald D. Cook, General Counsel
Tel: 904-854-3453
Fax: 904-357-1005

Receivables Sale Agreement

Acknowledged as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By:

Name: Tina L. Ruyter
Title: Vice President

Address: JPMorgan Chase Bank, N.A.
1111 Fannin Street, Floor 10
Houston, Texas 77002-6925
Attention: Loan Agency Services
Tel: 713-750-4799
Fax: 713-750-2358
Email: talitha.bernard@jpmchase.com

copy to

JPMorgan Chase Bank, N.A.
270 Park Avenue, 4th Floor
New York, New York 10017
Attention: Tina Ruyter
Tel: 212-270-4676
Fax: 212 -270-5120
Email:tina.ruyter@jpmorgan.com

Receivables Sale Agreement

[FORM OF SUBORDINATED NOTE]

[_____]

1. **Note.** FOR VALUE RECEIVED, the undersigned, FIS RECEIVABLES SPV, LLC, a Delaware limited liability company ("SPV"), hereby unconditionally promises to pay to [_____], a [_____] or its registered assigns ("Originator"), in lawful money of the United States of America and in immediately available funds, on the date following the date which is one year and one day after the date on which (i) the Outstanding Balance of all Receivables sold under the "Sale Agreement" referred to below has been reduced to zero and (ii) Originator has paid to SPV all indemnities, adjustments and other amounts which may be outstanding thereunder in connection with the sales and transfer of the "Receivable Assets" (as defined in the Sale Agreement) (the "Collection Date"), the aggregate unpaid principal sum provided for in Section 3 hereof in accordance with the terms of that certain Receivables Sale Agreement dated as of October 1, 2009 among Fidelity National Information Services, Inc., as SPV's Servicer and as Originator, the other Originators party thereto and SPV, as SPV (as amended, restated, supplemented or otherwise modified from time to time, the "Sale Agreement"). Reference to Section 2.02(d) of the Sale Agreement is hereby made for a statement of the terms and conditions under which the loans evidenced hereby have been and will be made. All terms which are capitalized and used herein and which are not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Sale Agreement.

2. **Interest.** SPV further promises to pay interest on the outstanding unpaid principal amount hereof from the date hereof until payment in full hereof at a rate equal to the Base Rate; provided, however, that if SPV shall default in the payment of any principal hereof, SPV promises to pay, on demand, interest at the rate of the Base Rate plus 2.00% per annum on any such unpaid amounts, from the date such payment is due to the date of actual payment; provided that in no event shall such rate exceed the maximum rate permitted by applicable law. Interest shall be payable on the first Business Day of each month in arrears; provided, however, that SPV may elect on the date any interest payment is due hereunder to defer such payment and upon such election the amount of interest due but unpaid on such date shall constitute principal under this Subordinated Note. The outstanding principal of any loan made under this Subordinated Note shall be due and payable on the Collection Date and may be repaid or prepaid at any time without premium or penalty.

3. **Principal Payments.** The aggregate outstanding principal amount of this Subordinated Note at any time shall be equal to the excess of (x) the aggregate principal amount of advances to SPV and increases to such principal amount made pursuant to Section 2.02(d) of the Sale Agreement as of such time, over (y) the aggregate amount of all payments made in respect of the principal of this Subordinated Note; provided, however, that no increases to the principal amount of this Subordinated Note shall be made to the extent that, as a result of such increase and after giving effect thereto, SPV's net worth would be less than 6.0% of the aggregate Outstanding Balance of the Receivables at such time. Originator is authorized and directed by SPV to enter on the grid attached hereto, or, at its option, in its books and records, the date and amount of each loan made by it which is evidenced by this Subordinated Note and

the amount of each payment of principal made by SPV, and absent manifest error, such entries shall constitute prima facie evidence of the accuracy of the information so entered; provided that neither the failure of Originator to make any such entry or any error therein shall expand, limit or affect the obligations of SPV hereunder.

4. Subordination. The indebtedness evidenced by this Subordinated Note is subordinated to the prior payment in full of all of SPV's recourse obligations under that certain Receivables Purchase Agreement dated as of October 1, 2009, by and among SPV, Fidelity National Information Services, Inc., as Servicer, the various Receivables Administrators (as defined therein) from time to time party thereto, the various Purchasers (as defined therein) from time to time party thereto, JPMorgan Chase Bank, N.A., as the administrative agent and collateral agent (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"). The subordination provisions contained herein are for the direct benefit of, and may be enforced by, the Agent and the Purchasers and/or any of their respective assignees (collectively, the "Senior Claimants") under the Purchase Agreement. Until the date on which all "Capital Investments" outstanding under the Purchase Agreement has been repaid in full and all other obligations of SPV and/or the Servicer thereunder, including the "Termination Repurchase Obligations", "Guaranty Protection Repurchase Obligations" and all "Yield" (as such terms are defined in the Purchase Agreement) (all such obligations, collectively, the "Senior Claim"), have been indefeasibly paid and satisfied in full, Originator shall not demand, accelerate, sue for, take, receive or accept from SPV, directly or indirectly, in cash or other property or by set-off or any other manner (including, without limitation, from or by way of collateral) any payment or security of all or any of the indebtedness under this Subordinated Note or exercise any remedies or take any action or proceeding to enforce the same; provided, however, that (i) Originator hereby agrees that it will not institute against SPV any proceeding of the type described in Section 7.1(f) of the Purchase Agreement unless and until the Collection Date has occurred and (ii) nothing in this paragraph shall restrict SPV from paying, or Originator from requesting, any payments under this Subordinated Note so long as SPV is not required under the Purchase Agreement to set aside for the benefit of, or otherwise pay over to, the funds used for such payments to any of the Senior Claimants and further provided that the making of such payment would not otherwise violate the terms and provisions of the Purchase Agreement. Should any payment, distribution or security or proceeds thereof be received by Originator in violation of the immediately preceding sentence, Originator agrees that such payment shall be segregated, received and held in trust for the benefit of, and deemed to be the property of, and shall be immediately paid over and delivered to the Administrative Agent for the benefit of the Senior Claimants.

5. Bankruptcy; Insolvency. Upon the occurrence of any proceeding of the type described in Section 7.1(f) of the Purchase Agreement involving SPV as debtor, then and in any such event the Senior Claimants shall receive payment in full of all amounts due or to become due on or in respect of Capital Investments and the Senior Claim (including "Yield" and the "Termination Repurchase Obligations" or "Guaranty Protection Repurchase Obligations", in each case as defined and as accruing, payable and/or to be performed under the Purchase Agreement after the commencement of any such proceeding, whether or not any or all of such Yield or such Termination Repurchase Obligations or Guaranty Protection Repurchase Obligations are, or give rise to, an allowable claim in any such proceeding) before Originator is entitled to receive payment on account of this Subordinated Note, and to that end, any payment

or distribution of assets of SPV of any kind or character, whether in cash, securities or other property, in any applicable insolvency proceeding, which would otherwise be payable to or deliverable upon or with respect to any or all indebtedness under this Subordinated Note, is hereby assigned to and shall be paid or delivered by the Person making such payment or delivery (whether a trustee in bankruptcy, a receiver, custodian or liquidating trustee or otherwise) directly to the Agent for application to, or as collateral for the payment of, the Senior Claim until such Senior Claim shall have been paid in full and satisfied.

6. GOVERNING LAW. THIS SUBORDINATED NOTE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO THE LAW OF CONFLICTS. WHEREVER POSSIBLE EACH PROVISION OF THIS SUBORDINATED NOTE SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SUBORDINATED NOTE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS SUBORDINATED NOTE.

7. Waivers. All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor. Originator additionally expressly waives all notice of the acceptance by any Senior Claimant of the subordination and other provisions of this Subordinated Note and expressly waives reliance by any Senior Claimant upon the subordination and other provisions herein provided.

8. Assignment. This Subordinated Note may not be assigned, pledged or otherwise transferred to any party without the prior written consent of the Agent, and any such attempted transfer shall be void.

9. Notices. Any notices to be given pursuant to this Subordinated Note shall be given as provided in the Sale Agreement.

10. Amendments. This Subordinated Note shall not be amended or modified (including any amendment or modification that has the effect of terminating this Subordinated Note) except in accordance with Section 8.01 of the Sale Agreement.

[signature page follows]

FIS RECEIVABLES SPV, LLC

By: _____
Name:
Title:

[Subordinated Note — [NAME OF ORIGINATOR]]

FORM OF ADDITIONAL ORIGINATOR SUPPLEMENT

SUPPLEMENT dated as of _____ by _____ (the "Company") to the Receivables Sale Agreement dated as of October 1, 2009 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Receivables Sale Agreement") between Fidelity National Information Services, Inc., as an Originator and as the SPV's Servicer, the other Originators named therein from time to time and FIS RECEIVABLES SPV, LLC (the "SPV"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Receivables Sale Agreement.

WITNESSETH:

WHEREAS, the Receivables Sale Agreement provides that any wholly-owned, direct or indirect Subsidiary of FNIS, although not at a given time an Originator thereunder, may become an additional Originator under the Receivables Sale Agreement upon the satisfaction of each of the conditions precedent set forth in Section 7.02 of the Receivables Sale Agreement and any applicable provisions of any Supplement; and

WHEREAS, the Company is a wholly-owned Subsidiary of FNIS and was not an Originator under the Receivables Agreement immediately prior to the making of this Supplement, but now desires to become an Originator thereunder;

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. *Receivables Sale Agreement.* By executing and delivering this Supplement, the Company hereby agrees to become a party to the Receivables Sale Agreement as an "Originator" thereunder. In connection therewith, (i) the Company hereby represents and warrants that all of the representations and warranties contained in the Receivables Sale Agreement with respect to the Company are true and complete as of the date of the Company's initial sale or transfer of Receivable Assets pursuant hereto and (ii) the Company hereby expressly assumes all of the obligations and liabilities of, and agrees to be bound by all of the terms, covenants and conditions with respect to, an "Originator" under the Receivables Sale Agreement.

2. *Effectiveness.* This Supplement shall become effective, and the Company shall become an "Originator" under the Receivables Sale Agreement, upon the Company's execution and delivery hereof to the SPV and the Agent, the SPV's and the Agent's acknowledgement hereof and the satisfaction of all of the then applicable conditions precedent set forth in Section 7.02 of the Receivables Sale Agreement, without any further action by any of the other parties to the Receivables Sale Agreement. Upon such effectiveness, in accordance with the terms of Section 7.01 of the Receivables Sale Agreement, the exhibits and schedules to the Receivables Sale Agreement shall be deemed amended as set forth in the Annexes attached hereto and made a part hereof.

3. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES).

4. Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

[NEW ORIGINATOR]

By: _____
Name:
Title:

Address:

Acknowledged this
__ day of _____, 200__

FIS RECEIVABLES SPV, LLC

By: _____
Name:
Title:

Acknowledged this
__ day of _____, 200__

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

ANNEXES
TO
SUPPLEMENT

Amendments to the following Exhibits and Schedules of the Receivables Sale Agreement

[Set forth the changes to each of the following Exhibits and Schedules, to the extent applicable, in a separate annex hereto; annexes containing the same information may be combined so long as they clearly state the Exhibits and Schedules to which such information relates]

GUARANTY AGREEMENT

Dated as of October 1, 2009

From

FIDELITY NATIONAL INFORMATION SERVICES, INC.,
THE OTHER GUARANTORS NAMED HEREIN,
THE ADDITIONAL GUARANTORS REFERRED TO HEREIN,

as Guarantors

in favor of

THE GUARANTEED PARTIES REFERRED TO HEREIN

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GUARANTY AGREEMENT

GUARANTY AGREEMENT dated as of October 1, 2009 (this "**Guaranty**") made by Fidelity National Information Services, Inc. ("**FNIS**"), each of the subsidiaries of FNIS listed on the signature pages hereof under the caption "Subsidiary Guarantors" (the "**Subsidiary Guarantors**") and the Additional Subsidiary Guarantors (as defined in Section 9) (FNIS, the Subsidiary Guarantors and the Additional Subsidiary Guarantors being, collectively, the "**Guarantors**" and, individually, a "**Guarantor**") in favor of the Guaranteed Parties (as defined in Section 1).

PRELIMINARY STATEMENTS

Reference is made to the Receivables Purchase Agreement dated as of October 1, 2009 (as amended from time to time, the "**Receivables Purchase Agreement**") among FIS Receivables SPV, LLC, as the seller (the "**SPV**"), FNIS, as the servicer (the "**Servicer**"), the parties serving as receivables administrators from time to time thereunder (collectively, the "**Receivables Administrators**"), the purchasers party thereto (the "**Purchasers**") and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent (the "**Agent**"). Terms defined in the Receivables Purchase Agreement and not otherwise defined herein are used in this Guaranty as defined in the Receivables Purchase Agreement.

Each Guarantor may receive, directly or indirectly, a portion of the proceeds of the Purchases under the Receivables Purchase Agreement and will derive substantial direct and indirect benefits from the transactions contemplated by the Transaction Documents. It is a condition precedent to the making of Purchases by the Purchasers under the Receivables Purchase Agreement that each Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce the Purchasers to make Purchases under the Receivables Purchase Agreement, each Guarantor, jointly and severally with each other Guarantor, hereby agrees as follows:

SECTION 1. Guaranty; Limitation of Liability. (a) Each Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees, as a primary obligor and not merely as a surety, the punctual payment and performance when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations. Without limiting the generality of the foregoing, the liability of each Guarantor shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the SPV to the Agent, the Purchasers, each agent or employee of the Agent performing the duties of the Agent pursuant to Section 8.1(c) of the

Receivables Purchase Agreement and the Servicer (if the Servicer is not a Transaction Party or an Affiliate of a Transaction Party) (collectively, the “**Guaranteed Parties**”) under or in respect of the Transaction Documents but for the fact that they are unenforceable, rejected, rejectable or otherwise not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the SPV.

For purposes of this Guaranty, “**Guaranteed Obligations**” means all Obligations of the SPV, now or hereafter existing (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing obligations), in each case whether direct or indirect, absolute or contingent, and whether for Yield, Guaranty Protection Repurchase Obligations, Termination Repurchase Obligations, fees, indemnities, contract causes of action, costs, expenses or otherwise.

(b) Each Guarantor, and by its acceptance of this Guaranty, the Agent, on behalf of itself and each other Guaranteed Party, hereby confirms that it is the intention of all such Persons that this Guaranty and the Guaranteed Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the Guaranteed Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Agent, the other Guaranteed Parties and the Guarantors hereby irrevocably agree that the Guaranteed Obligations of each Subsidiary Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of such Subsidiary Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law. For purposes hereof, “**Bankruptcy Law**” means any proceeding of the type referred to in Section 7.1(f) of the Receivables Purchase Agreement or Title 11, U.S. Code, or any similar foreign, federal or state law for the relief of debtors.

(c) Subject to Section 4 of this Guaranty, each Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Guaranteed Party under this Guaranty or any other guaranty, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Guaranteed Parties under or in respect of the Transaction Documents.

(d) Each Guarantor hereby agrees that any Indebtedness owed by it to another Transaction Party shall be subordinated to the Guaranteed Obligations of such Guarantor and that any Indebtedness owed to it by another Transaction Party shall be subordinated to the Guaranteed Obligations of such other Transaction Party, it being understood that such Guarantor or such other Transaction Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Termination has occurred and is continuing. Each Guarantor further agrees that its guaranty hereunder constitutes a guarantee of payment when due and not of collection.

SECTION 2. *Guaranty Absolute.* Each Guarantor guarantees that the Guaranteed Obligations will be paid in accordance with the terms of the Transaction Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Guaranteed Party with respect thereto. The Guaranteed Obligations of each Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Transaction Party under or in respect of the Transaction Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the SPV or any other Transaction Party or whether the SPV or any other Transaction Party is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional, and each Guarantor hereby irrevocably waives any defenses (other than payment in full of the Guaranteed Obligations) it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Transaction Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Transaction Party under or in respect of the Transaction Documents, or any other amendment or waiver of or any consent to departure from any Transaction Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to, or the making of additional Purchases from, the SPV or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral (as defined in Annex A hereto) or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of its Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of its Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of its Guaranteed Obligations or any other Obligations of any Transaction Party under the Transaction Documents or any other assets of any Transaction Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Transaction Party or any of its Subsidiaries;

(f) any failure of any Guaranteed Party to disclose to any Transaction Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Transaction Party now or hereafter known to such Guaranteed Party (each Guarantor waiving any duty on the part of the Guaranteed Parties to disclose such information);

(g) the failure of any other Person to execute or deliver this Guaranty, any Guaranty Supplement (as hereinafter defined) or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance or any existence of or reliance on any representation by any Guaranteed Party that might otherwise constitute a defense available to, or a discharge of, any Transaction Party or any other guarantor or surety other than satisfaction in full of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Guaranteed Party or any other Person upon the insolvency, bankruptcy or reorganization of the SPV or any other Transaction Party or otherwise, all as though such payment had not been made.

SECTION 3. Waivers and Acknowledgments. (a) Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty (other than any demand, presentment or notice required by the Transaction Documents) and any requirement that any Guaranteed Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Transaction Party or any other Person or, if applicable, any Collateral.

(b) Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing

in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Guaranteed Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any other Transaction Party, any other guarantor or any other Person or, if applicable, any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Guaranteed Obligations of such Guarantor hereunder.

(d) Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Guaranteed Party to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Transaction Party or any of its Subsidiaries now or hereafter known by such Guaranteed Party.

(e) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing and sale arrangements contemplated by the Transaction Documents and that the waivers set forth in Section 2 and this Section 3 are knowingly made in contemplation of such benefits.

SECTION 4. Subrogation. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against any other Transaction Party that arise from the existence, payment, performance or enforcement of such Guarantor's Guaranteed Obligations under or in respect of this Guaranty or any other Transaction Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Guaranteed Party against any other Transaction Party or, if applicable, any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any other Transaction Party, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, the SPV's Repurchase Obligations shall have been performed, Capital shall have been reduced to zero and the Commitments shall have expired or been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in

cash of the Guaranteed Obligations (including, for the avoidance of doubt, amounts payable in respect of the SPV's Repurchase Obligations) and all other amounts payable under this Guaranty, (b) the Termination Date and (c) the reduction of Capital to zero, such amount shall be received and held in trust for the benefit of the Guaranteed Parties, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Transaction Documents, or to be held as Collateral for any of such Guarantor's Guaranteed Obligations or other amounts payable by it under this Guaranty thereafter arising. If (i) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, (ii) the Termination Date shall have occurred and (iii) Capital shall have been reduced to zero, the Guaranteed Parties will, at any Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Guarantor pursuant to this Guaranty.

SECTION 5. *Payments Free and Clear of Taxes, Etc.* Any and all payments by any Guarantor under this Guaranty or any other Transaction Document shall be made in accordance with the terms of the Receivables Purchase Agreement, including the provisions of Section 2.14 of the Receivables Purchase Agreement (and such Guarantor shall make such payments of Taxes and Other Taxes to the extent described in Section 2.14), as though such payments were made by the SPV.

SECTION 6. *Representations And Warranties of FNIS.* FNIS represents and warrants to the Agent and the Purchasers as to each of the matters set forth on Annex B hereto as if such provisions were fully set forth herein. Unless otherwise defined in the Receivables Purchase Agreement, each of the defined terms used in Annex B shall have the meaning assigned to such term in Annex A hereto.

SECTION 7. *Covenants.* Until the latest of (i) the date on which all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in cash, (ii) the Termination Date and (iii) the date upon which Capital shall have been reduced to zero:

- (a) FNIS shall, and shall (except in the case of the covenants set forth in Section 1, Section 2 and Section 3 of Annex C attached hereto)

cause each Restricted Subsidiary to, perform each of the covenants set forth on Annex C hereto as if such provisions were fully set forth herein;

(b) FNIS shall not, nor shall it permit any Restricted Subsidiary to, directly or indirectly, take the actions set forth in Annex D hereto as if such provisions were fully set forth herein; and

(c) each Subsidiary Guarantor covenants and agrees that it shall perform and observe, and cause each of its Restricted Subsidiaries to perform and observe, all of the terms, covenants and agreements set forth in the Transaction Documents on its or their part to be performed or observed or that FNIS has agreed to cause such Subsidiary Guarantor or such Restricted Subsidiaries to perform or observe.

Unless otherwise defined therein, each of the defined terms used in Annex C and D shall have the meaning assigned to such term in Annex A hereto.

SECTION 8. Amendments, Release of Subsidiary Guarantors, Etc. No amendment or waiver of any provision of this Guaranty and no consent to any departure by any Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent and the Guarantors (with the consent of the requisite number of Purchasers specified in the Receivables Purchase Agreement) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. A Subsidiary Guarantor shall automatically be released from this Guaranty and its obligations hereunder if FNIS determines that such Subsidiary Guarantor is no longer required under Section 12 of Annex C hereto to be a Subsidiary Guarantor and gives notice to that effect to the Agent. The Agent will, at FNIS's expense, execute and deliver to such Subsidiary Guarantor such documents as FNIS shall reasonably request to evidence the release of such Subsidiary Guarantor from its Guarantee hereunder pursuant to this Section 8; *provided* that FNIS shall have delivered to the Agent a written request therefor and a certificate of FNIS to the effect that the determination is in compliance with the Transaction Documents. The Agent shall be authorized to rely on any such certificate without independent investigation.

SECTION 9. Guaranty Supplements. Upon the execution and delivery by any Person of a guaranty supplement in substantially the form of Annex E hereto (each, a "**Guaranty Supplement**"), (a) such Person shall be referred to as an "**Additional Subsidiary Guarantor**" and shall become and be a Subsidiary Guarantor and Guarantor hereunder, and each reference in this Guaranty to a "**Subsidiary Guarantor**" or a "**Guarantor**" shall also mean and be a reference to such Additional Subsidiary Guarantor, and each reference in any other

Transaction Document to a “**Subsidiary Guarantor**” or “**Guarantor**” shall also mean and be a reference to such Additional Subsidiary Guarantor, and (b) each reference herein to “**this Guaranty**”, “**hereunder**”, “**hereof**” or words of like import referring to this Guaranty, and each reference in any other Transaction Document to the “**Guaranty**”, “**thereunder**”, “**thereof**” or words of like import referring to this Guaranty, shall mean and be a reference to this Guaranty as supplemented by such Guaranty Supplement.

SECTION 10. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including, without limitation, telegraphic, teletype or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered to it, if to any Guarantor, addressed to it in care of FNIS at FNIS’s address specified in Section 11.3 of the Receivables Purchase Agreement, if to the Agent or any Purchaser, at its address specified in Section 11.3 of the Receivables Purchase Agreement, or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 11.3 of the Receivables Purchase Agreement. Delivery by telecopier or electronic mail of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty or of any Guaranty Supplement to be executed and delivered hereunder shall be effective as delivery of an original executed counterpart thereof.

SECTION 11. No Waiver; Remedies. No failure on the part of any Guaranteed Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 12. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Termination and (b) the making of the request or the granting of the consent specified by Section 7.1 of the Receivables Purchase Agreement to authorize the Agent to declare that the Termination Date has occurred pursuant to the provisions of said Section 7.1, the Agent and, after obtaining the prior written consent of the Agent and each Purchaser is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, but not any deposits held in a custodial, trust or other fiduciary capacity) at any time held and other indebtedness at any time owing by the Agent or such Purchaser to or for the credit or the account of any Guarantor against any and all of the Guaranteed Obligations of such Guarantor now or

hereafter existing under any Transaction Document, irrespective of whether the Agent or such Purchaser shall have made any demand under this Guaranty or any other Transaction Document and although such Guaranteed Obligations may be unmaturred. The Agent and each Purchaser agrees promptly to notify such Guarantor after any such set-off and application; *provided* that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agent and each Purchaser under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that the Agent and such Purchaser may have.

SECTION 13. *Continuing Guaranty; Assignments under the Receivables Purchase Agreement.* This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until the latest of (i) the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (ii) the Termination Date and (iii) the reduction of Capital to zero, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Guaranteed Parties and their permitted successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Guaranteed Party may assign or otherwise transfer all or any portion of its rights and obligations under the Receivables Purchase Agreement (including, without limitation, all or any portion of its Commitments and the Receivable Interests owned by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Guaranteed Party herein or otherwise, in each case as and to the extent provided in Section 9.1 of the Receivables Purchase Agreement. Except as expressly provided in the Receivables Purchase Agreement, no Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of all Purchasers.

SECTION 14. *Execution in Counterparts.* This Guaranty and each amendment, waiver and consent with respect hereto may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty by telecopier shall be effective as delivery of an original executed counterpart of this Guaranty.

SECTION 15. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

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IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized signatory as of the date first above written.

[Guarantors:]

Each

By: _____
Name:
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name:
Title:

FORM OF GUARANTY SUPPLEMENT

JPMorgan Chase Bank, N.A., as Agent
[_____]

Attention: _____

Re: the Receivables Purchase Agreement dated as of October 1, 2009 (the "Receivables Purchase Agreement") among FIS Receivables SPV, LLC, Fidelity National Information Services, Inc., as servicer, the parties serving as receivables administrators, the purchasers party thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent

Ladies and Gentlemen:

Reference is made to (i) the Receivables Purchase Agreement and (ii) the Guaranty Agreement dated as of October 1, 2009, made by the Subsidiary Guarantors party thereto in favor of the Guaranteed Parties described therein (such Guaranty Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Guaranty Supplement (this "**Guaranty Supplement**"), being the "**Guaranty**"). The capitalized terms defined in the Guaranty or in the Receivables Purchase Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. *Guaranty; Limitation of Liability.* (a) The undersigned hereby, jointly and severally with the other Guarantors, absolutely, unconditionally and irrevocably guarantees, as a primary obligor and not merely as a surety, the punctual payment and performance when due, whether at scheduled maturity or by acceleration, demand or otherwise, of all of its Guaranteed Obligations. Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the SPV to any Guaranteed Party under or in respect of the Transaction Documents but for the fact that they are unenforceable, rejected, rejectable or otherwise not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the SPV.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Agent, on behalf of itself and each other Guaranteed Party,

hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Guaranty and the Guaranteed Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law (as hereinafter defined), the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement and the Guaranteed Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Agent, the other Guaranteed Parties and the undersigned hereby irrevocably agree that the Guaranteed Obligations of the undersigned Guarantor under this Guaranty Supplement and the Guaranty at any time shall be limited to the maximum amount as will result in the Guaranteed Obligations of the undersigned under this Guaranty Supplement and the Guaranty not constituting a fraudulent transfer or conveyance under Bankruptcy Law or any comparable provision of applicable law.

(c) Subject to Section 4 of the Subsidiary Guaranty, the undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Guaranteed Party under this Guaranty Supplement, the Subsidiary Guaranty, or any other guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Guarantor so as to maximize the aggregate amount paid to the Guaranteed Parties under or in respect of the Transaction Documents.

(d) The undersigned hereby agrees that any Indebtedness owed by it to another Transaction Party shall be subordinated to the Guaranteed Obligations of the undersigned and that any Indebtedness owed to it by another Transaction Party shall be subordinated to the Guaranteed Obligations of such other Transaction Party, it being understood that the undersigned or such other Transaction Party, as the case may be, may make payments on such intercompany Indebtedness unless an Event of Termination has occurred and is continuing. The undersigned further agrees that its guaranty hereunder constitutes a guarantee of payment when due and not of collection.

Section 2. *Guaranteed Obligations Under the Guaranty.* The undersigned hereby agrees, as of the date first above written, to be bound as a Guarantor by all of the terms and conditions of the Guaranty to the same extent as each of the other Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Subsidiary Guaranty to an “**Additional Subsidiary Guarantor**”, a “**Subsidiary Guarantor**”, or a “**Guarantor**” shall also mean and be a reference to the undersigned, and each reference in any other Transaction Document to a “**Subsidiary Guarantor**”, “**Guarantor**” or a “**Transaction Party**” shall also mean and be a reference to the undersigned.

Section 3. *Delivery by Telecopier.* This Guaranty Supplement may be executed in any number of counterparts and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty Supplement.

Section 4. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL, ETC.* (a) THIS GUARANTY SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY SUPPLEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

Very truly yours,

[NAME OF ADDITIONAL SUBSIDIARY GUARANTOR]

By: _____
Name:
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name:
Title:

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The unaudited pro forma condensed combined statements of earnings combine the historical consolidated statements of earnings of FIS and Metavante, giving effect to the merger and the equity capital investments, as if they had occurred on January 1, 2008. The unaudited pro forma condensed combined balance sheet combines the historical consolidated balance sheets of FIS and Metavante, giving effect to the merger and the equity capital investments as if they had occurred on June 30, 2009. The historical consolidated financial information has been adjusted in the unaudited pro forma condensed combined financial statements to give effect to pro forma events that are (1) directly attributable to the merger, (2) factually supportable, and (3) with respect to the statements of earnings, expected to have a continuing impact on the combined results. The unaudited pro forma condensed combined financial information should be read in conjunction with the accompanying notes to the unaudited pro forma condensed combined financial statements. In addition, the unaudited pro forma condensed combined financial information was based on and should be read in conjunction with the following, which are incorporated by reference into this exhibit:

- separate historical financial statements of FIS as of and for the three and six months ended June 30, 2009 and the related notes included in FIS' Quarterly Report on Form 10-Q for the three- and six-month periods ended June 30, 2009,
- separate historical financial statements of FIS as of and for the three months ended March 31, 2009 and the related notes included in FIS' Quarterly Report on Form 10-Q for the three-month period ended March 31, 2009,
- separate historical financial statements of FIS as of and for the year ended December 31, 2008 and the related notes included in FIS' Annual Report on Form 10-K for the year ended December 31, 2008, as amended by the Annual Report on Form 10-K/A,
- separate historical financial statements of Metavante as of and for the three and six months ended June 30, 2009 and the related notes included in Metavante's Quarterly Report on Form 10-Q for the three- and six-month periods ended June 30, 2009,
- separate historical financial statements of Metavante as of and for the three months ended March 31, 2009 and the related notes included in Metavante's Quarterly Report on Form 10-Q for the three-month period ended March 31, 2009, and
- separate historical financial statements of Metavante as of and for the year ended December 31, 2008 and the related notes included in Metavante's Annual Report on Form 10-K for the year ended December 31, 2008, as amended by the Annual Report on Form 10-K/A.

The unaudited pro forma condensed combined financial information has been presented for informational purposes only. The pro forma information is not necessarily indicative of what the combined company's financial position or results of operations actually would have been had the merger and the equity capital investments been completed as of the dates indicated. In addition, the unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of the combined company. Transactions between FIS and Metavante during the periods presented in the unaudited pro forma condensed combined financial statements have been eliminated.

The unaudited pro forma condensed combined financial information has been prepared using the acquisition method of accounting under existing U.S. generally accepted accounting principles ("GAAP"), which are subject to change and interpretation. FIS has been treated as the acquirer in the merger for accounting purposes. The acquisition accounting is dependent upon certain valuations and other studies that have yet to progress to a stage where there is sufficient information for a definitive measurement. Accordingly, the pro forma adjustments are preliminary and have been made solely for the purpose of providing unaudited pro forma condensed combined financial information. Differences between these preliminary estimates and the final acquisition accounting will occur and these differences could have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the combined company's future results of operations and financial position.

The unaudited pro forma condensed combined financial information does not reflect any cost savings, operating synergies or revenue enhancements that the combined company may achieve as a result of the merger or the costs to integrate the operations of FIS and Metavante or the costs necessary to achieve these cost savings, operating synergies and revenue enhancements.

Unaudited Pro Forma Condensed Combined Balance Sheet

As of June 30, 2009

(in millions)

	<u>FIS</u>	<u>Metavante</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Combined</u>
Assets				
Current assets				
Cash and cash equivalents	\$ 227.9	\$ 362.6	\$ (107.3)(a)	\$ 483.2
Settlement deposits	38.0	217.9		255.9
Trade receivables, net	521.8	221.4		743.2
Settlement receivables	38.9	72.8		111.7
Other receivables	77.5	—		77.5
Receivable from related party	11.4	—		11.4
Prepaid expenses and other current assets	98.9	50.8		149.7
Deferred income taxes	80.5	33.7		114.2
Total current assets	1,094.9	959.2	(107.3)	1,946.8
Property and equipment, net	271.4	130.5		401.9
Goodwill	4,200.2	1,316.7	3,297.8(b)	8,814.7
Intangible assets, net	905.4	248.0	587.0(c)	1,740.4
Computer software, net	640.5	270.4		910.9
Deferred contract costs	249.0	43.2	(43.2)(d)	249.0
Long-term note receivable from FNF	5.1			5.1
Other noncurrent assets	73.3	70.1	(46.4)(e)(h)	97.0
Total assets	\$ 7,439.8	\$ 3,038.1	\$ 3,687.9	\$ 14,165.8
Liabilities and Equity				
Current liabilities:				
Accounts payable and accrued liabilities	\$ 458.1	\$ 226.2		\$ 684.3
Settlement payables	81.6	213.6		295.2
Current portion of long-term debt	158.1	17.5		175.6
Deferred revenues	184.1	134.4	\$ (60.5)(f)	258.0
Total current liabilities	881.9	591.7	(60.5)	1,413.1
Deferred revenues	89.1	—		89.1
Deferred income taxes	331.2	144.5	238.5(g)	714.2
Long-term debt, excluding current portion	2,134.0	1,710.6	(347.1)(h)	3,497.5
Other long-term liabilities	115.3	72.1		187.4
Total liabilities	3,551.5	2,518.9	(169.1)	5,901.3
Equity:				
Preferred stock	—	—		—
Common stock	2.0	1.2	0.6(i)	3.8
Treasury stock, at cost	(383.2)			(383.2)
Additional paid-in capital	2,964.6	1,496.7	2,919.0(k)	7,380.3
Retained earnings (deficit)	1,149.2	(931.4)	874.7(l)	1,092.5
Accumulated other comprehensive earnings	(15.7)	(62.7)	62.7(j)	(15.7)
Total FIS/Metavante stockholders' equity	3,716.9	503.8	3,857.0	8,077.7
Noncontrolling interest	171.4	15.4		186.8
Total equity	3,888.3	519.2	3,857.0	8,264.5
Total liabilities and equity	\$ 7,439.8	\$ 3,038.1	\$ 3,687.9	\$ 14,165.8

See the accompanying notes to the unaudited pro forma condensed combined financial statements, which are an integral part of these statements. The pro forma adjustments are explained in Note 6. *Pro Forma Adjustments* beginning on page 9.

Unaudited Pro Forma Condensed Combined Statement of Earnings

For the Six Months Ended June 30, 2009

(In millions, except per share data)

	FIS	Metavante	Pro Forma Adjustments	Pro Forma Combined
Processing and services revenues	\$ 1,632.6	\$ 867.1	\$ (34.7)(f)(m)	\$ 2,465.0
Cost of revenues	1,199.9	557.4	54.9(m)(n)(q)	1,812.2
Gross profit	432.7	309.7	(89.6)	652.8
Selling, general and administrative expenses	189.3	111.0	(34.3)(o)	266.0
Research and development costs	44.1	—	17.0(q)	61.1
Operating income	199.3	198.7	(72.3)	325.7
Other income, (expense):				
Interest and other income (expense), net	8.0	.3		8.3
Interest expense	(63.8)	(54.6)	(4.0)(h)	(122.4)
Total other income (expense)	(55.8)	(54.3)	(4.0)	(114.1)
Earnings from continuing operations before income taxes and equity in earnings of unconsolidated entities	143.5	144.4	(76.3)	211.6
Provision for income tax	49.5	53.5	(33.4)(p)	69.6
Equity in earnings of unconsolidated entities	—	—	—	—
Earnings from continuing operations, net of tax	94.0	90.9	(42.9)	142.0
Net (earnings) loss attributable to noncontrolling interest	(0.1)	1.2		1.1
Net earnings from continuing operations attributable to FIS/Metavante	\$ 93.9	\$ 92.1	\$ (42.9)	\$ 143.1
Net earnings per share — basic from continuing operations attributable to FIS/Metavante	\$ 0.49	\$ 0.77		\$ 0.39
Weighted average shares outstanding — basic	190.2	119.6	58.9(r)	368.7
Net earnings per share — diluted from continuing operations attributable to FIS/Metavante	\$ 0.49	\$ 0.76		\$ 0.38
Weighted average shares outstanding — diluted	192.2	120.6	59.1(r)	371.9

See the accompanying notes to the unaudited pro forma condensed combined financial statements, which are an integral part of these statements. The pro forma adjustments are explained in Note 6, *Pro Forma Adjustments* beginning on page 9.

Unaudited Pro Forma Condensed Combined Statement of Earnings

For the Year Ended December 31, 2008

(In millions, except per share data)

	<u>FIS</u>	<u>Metavante</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma Combined</u>
Processing and services revenues	\$ 3,446.0	\$ 1,707.2	\$ (81.1)(f)(m)	\$ 5,072.1
Cost of revenues	2,636.9	1,118.5	50.0(m)(n)(q)	3,805.4
Gross profit	809.1	588.7	(131.1)	1,266.7
Selling, general and administrative expenses	389.4	251.1	(27.2)(o)	613.3
Research and development costs	84.8	—	51.3(q)	136.1
Operating income	334.9	337.6	(155.2)	517.3
Other income, (expense):				
Interest and other income (expense), net	7.8	(0.9)		6.9
Interest expense	(163.5)	(106.0)	(7.9)(h)	(277.4)
Total other income (expense)	(155.7)	(106.9)	(7.9)	(270.5)
Earnings from continuing operations before income taxes and equity in earnings of unconsolidated entities	179.2	230.7	(163.1)	246.8
Provision for income tax	57.6	83.3	(58.9)(p)	82.0
Equity in earnings of unconsolidated entities	(0.2)	—	—	(0.2)
Net earnings from continuing operations	121.4	147.4	(104.2)	164.6
Net (earnings) loss attributable to noncontrolling interest	(4.7)	—	—	(4.7)
Net earnings from continuing operations attributable to FIS/Metavante	\$ 116.7	\$ 147.4	\$ (104.2)	\$ 159.9
Net earnings per share — basic from continuing operations attributable to FIS/Metavante	\$ 0.61	\$ 1.24	\$ —	\$ 0.43
Weighted average shares outstanding — basic	191.6	119.1	57.9(r)	368.6
Net earnings per share — diluted from continuing operations attributable to FIS/Metavante	\$ 0.60	\$ 1.23	\$ —	\$ 0.42
Weighted average shares outstanding — diluted	193.5	119.9	63.7(r)	377.1

See the accompanying notes to the unaudited pro forma condensed combined financial statements, which are an integral part of these statements. The pro forma adjustments are explained in Note 6. *Pro Forma Adjustments* beginning on page 9.

**NOTES TO THE UNAUDITED PRO FORMA CONDENSED
COMBINED FINANCIAL STATEMENTS**

1. Description of Transaction

Merger Agreement

On October 1, 2009, pursuant to the terms and conditions of the Agreement and Plan of Merger, dated as of March 31, 2009 (the "**Merger Agreement**"), by and among Fidelity National Information Services, Inc. ("**FIS**"), a wholly owned subsidiary of FIS ("**Merger Sub**"), and Metavante Technologies, Inc. ("**Metavante**"), Metavante merged with and into Merger Sub, with Merger Sub continuing as the surviving company and a wholly owned subsidiary of FIS (the "**Merger**"). As a result of the Merger, each outstanding share of Metavante common stock was converted into the right to receive 1.35 shares of FIS common stock. In addition, outstanding Metavante stock options and other stock-based awards (other than performance shares) converted into stock options and other stock-based awards with respect to shares of FIS common stock, with adjustments in the number of shares and exercise price (in the case of stock options) to reflect the Exchange Ratio. Each outstanding Metavante performance share was assumed by FIS and converted into the right to receive restricted shares of FIS common stock (with adjustments to reflect the Exchange Ratio) and an amount in cash.

Investment Agreement

On October 1, 2009, pursuant to an investment agreement with THL and FNF dated as of March 31, 2009, FIS issued and sold (a) to THL in a private placement 12,861,736 shares of FIS common stock for an aggregate purchase price of approximately \$200 million and (b) to FNF in a private placement 3,215,434 shares of FIS common stock for an aggregate purchase price of approximately \$50 million. Pursuant to the terms of the investment agreement, FIS paid each of THL and FNF a transaction fee equal to 3% of their respective investments. The effect of the investments has been included in the pro forma condensed combined financial information. (See entries (i), (k) and (r) in Note 6, *Pro Forma Adjustments*).

Pursuant to the terms of the investment agreement and contingent upon THL maintaining certain ownership levels in FIS common stock, THL has the right to designate one member to the Company's board of directors. The investment agreement also provides that

neither THL nor FNF may transfer the shares purchased in the investments, subject to limited exceptions, for 180 days after the closing, and after such time provides THL and FNF with certain registration rights.

2. Basis of Presentation

The unaudited pro forma condensed combined financial information was prepared using the acquisition method of accounting and was based on the historical financial statements of FIS and Metavante. Certain reclassifications have been made to the historical financial statements of Metavante to conform with FIS' presentation, primarily related to the presentation of restricted funds, EFD processing receivables, unbilled revenues and research and development costs.

In December 2007, the Financial Accounting Standards Board ("FASB") issued a standard requiring non-controlling interests (sometimes called minority interests) to be presented as a component of equity on the balance sheet. The standard also requires that the amount of net earnings and losses attributable to the parent and to the non-controlling interests be clearly identified and presented on the face of the Consolidated Statement of Earnings. Expanded disclosures are also required in the Consolidated Financial Statements that identify and distinguish between the interests of the parent's owners and the interest of the non-controlling owners of subsidiaries. Pursuant to the transition provisions of the statement, FIS and Metavante adopted this standard as of January 1, 2009. The presentation and disclosure requirements have been applied retrospectively for FIS for all periods presented in this document. The effect of retrospective application was deemed immaterial for Metavante and, therefore, has not been presented.

The acquisition method of accounting which FIS adopted on January 1, 2009 uses the fair value concepts defined in the authoritative literature which FIS has also adopted as required. The unaudited pro forma condensed combined financial information was prepared using these existing U.S. GAAP standards, which are subject to change and interpretation.

The acquisition method of accounting requires, among other things, that most assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date. In addition, it establishes that the consideration transferred be measured at the closing date of the merger at the then-current market price; this particular requirement will result in a per share equity component that is different from the amount assumed in these unaudited pro forma condensed combined financial statements.

Fair value is defined as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." This is an exit price concept for the valuation of the asset or liability. In addition, market participants are assumed to be buyers and sellers in the principal (or the most advantageous) market for the asset or liability. Fair value measurements for an asset assume the highest and best use by these market participants. As a result of these standards, FIS may be required to record assets which are not intended to be used or sold and/or to value assets at fair value measures that do not reflect FIS' intended use of those assets. Many of these fair value measurements can be highly subjective and it is also possible that others applying reasonable judgment to the same facts and circumstances could develop and support a range of alternative estimated amounts.

Under the acquisition method of accounting, the assets acquired and liabilities assumed will be recorded as of the completion of the merger, at their respective fair values and added to those of FIS. Financial statements and reported results of operations of FIS issued after completion of the merger will reflect these values, but will not be retroactively restated to reflect the historical financial position or results of operations of Metavante.

Acquisition-related transaction costs (*i.e.*, advisory, legal, valuation, other professional fees) and certain acquisition-related restructuring charges impacting the target company are not included as a component of consideration transferred but are accounted for as expenses in the periods in which the costs are incurred. Total acquisition-related transaction costs expected to be incurred by FIS are estimated to be approximately \$70 million and are reflected in these unaudited pro forma condensed combined financial statements as a reduction to cash and retained earnings, net of the estimated tax effect of \$13.3 million at a statutory rate of 38.4% applied to deductible amounts. Actual non-recurring transaction costs for the six months ended June 30, 2009, have been eliminated in the Pro Forma Condensed Combined Statements of Earnings (Note 6, item (o)) as prescribed by Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial statements do not reflect any acquisition-related restructuring charges to be incurred in connection with the merger but these charges are expected to be in the range of \$85 to \$100 million. These costs will be expensed as incurred.

In connection with the merger, the vesting of certain stock-based awards granted under the existing FIS stock award plans accelerate under the change in control provisions relating to those grants. The charge to compensation expense that will be recorded relating to those grants is approximately \$30 million. This amount is included in the total estimated restructuring charges indicated above.

3. Accounting Policies

FIS may, upon review of Metavante's accounting policies, find it necessary to harmonize the combined entity's financial statements to conform to those accounting policies that are determined to be more appropriate for the combined entity. The unaudited pro forma condensed combined financial statements do not assume any differences in accounting policies.

4. Estimate of Consideration Transferred

The following is the pro forma estimate of consideration transferred to effect the acquisition of Metavante as if it had been consummated on June 30, 2009:

	<u>Conversion Calculation</u>	<u>Estimated Fair Value</u> (In millions, except per share amounts)	<u>Form of Consideration</u>
Number of shares of Metavante common stock outstanding as of June 30, 2009	120.3		
Multiplied by an assumed FIS' stock price of \$25.00, multiplied by the exchange ratio of 1.35 (\$25.00 * 1.35)	\$ 33.75	\$ 4,058.8	FIS common stock
Number of shares of Metavante stock options vested as of June 30, 2009 expected to be canceled and exchanged for FIS options	7.5		
Multiplied by exchange ratio of 1.35 multiplied by estimated fair value of \$11.53 (\$11.53 * 1.35)	\$ 15.56	116.2	FIS stock options
Estimate of consideration to be transferred (a)		<u>\$ 4,175.0</u>	

- (a) The estimated consideration to be transferred reflected in these unaudited pro forma condensed combined financial statements does not purport to represent the actual consideration transferred upon consummation of the merger. Based on the closing price of \$25.51 on September 30, 2009, and the share information indicated above, the total consideration would be approximately \$4,258 million or 2.0% higher. Actual consideration will be a function of the actual share price at closing, actual shares outstanding on October 1, 2009, vested stock options at that date to be exchanged for FIS shares and the fair value of said options.

5. Estimate of Assets Acquired and Liabilities Assumed

The following is a preliminary estimate of the assets acquired and the liabilities assumed by FIS in the merger, reconciled to the estimate of consideration transferred, giving effect to the transaction as of June 30, 2009:

	(In millions)
Book value of net assets acquired at June 30, 2009	\$ 503.8
Adjusted for:	
Elimination of existing goodwill, intangible assets and deferred contract costs	(1,607.9)
Adjusted book value of net assets acquired	\$ (1,104.1)
Adjustments to:	
Identifiable intangible assets (I)	835.0
Other noncurrent assets	(56.4)
Deferred revenues	60.5
Deferred income taxes (II)	(238.5)
Long-term debt	64.0
Non-contractual contingencies (III)	—
Goodwill (IV)	4,614.5
Estimate of consideration expected to be transferred	<u>\$ 4,175.0</u>

- (I) As of the effective time of the merger, identifiable intangible assets are required to be measured at fair value and these acquired assets could include assets that are not intended to be used or sold or that are intended to be used in a manner other than their highest and best use. For purposes of these unaudited pro forma condensed combined financial statements, it is assumed that all assets will be used and that all assets will be used in a manner that represents the highest and best use of those assets, but it is not assumed that any market participant synergies will be achieved. The consideration of synergies has been excluded because they are not considered to be factually supportable, which is a required condition for these pro forma adjustments.
- The fair value of identifiable intangible assets will be determined using the “income method,” which starts with a forecast of all the expected future net cash flows. At this time, FIS does not have sufficient information as to the amount, timing and risk of cash flows of intangible assets. For purposes of these unaudited pro forma condensed combined financial statements, intangible assets have been valued at 20% of the total purchase price, which is consistent with the historical experience of FIS in other acquisitions.
- (II) As of the effective date of the merger, FIS will provide deferred taxes and other tax adjustments as part of the accounting for the acquisition, primarily related to the estimated fair value adjustments for acquired intangibles (see Note 6. *Pro Forma Adjustments, items (g) and (p)*).
- (III) On April 1, 2009, the FASB amended the guidance relative to accounting for business combinations to require that assets acquired and liabilities assumed in a business combination that arise from contingencies be recognized at fair value if fair value can be reasonably estimated. If fair value of such an asset or liability cannot be reasonably estimated, any asset would be recognized when realized and any liability would be recognized when it becomes probable that an asset has been impaired or a liability has been incurred and the amount of the loss can be reasonably estimated. As disclosed in Metavante’s June 30, 2009 Quarterly Report on Form 10-Q, which is incorporated herein by reference, “During its normal course of business, Metavante may be involved from time to time in litigation. Metavante recorded a reserve in the amount of \$8.7 million as of December 31, 2008 for the estimated exposure and legal fees related to a contractual dispute with a former customer. On June 3, 2009, Metavante prevailed at the trial court level on all counts before the court related to such dispute. As a result, Metavante reversed the remaining reserve of \$5.5 million, net of legal fees incurred, related to the contractual dispute.” On August 11, 2009, the former customer filed a Notice of Appeal with the 7th Circuit Court of Appeals. FIS does not have sufficient information to evaluate this legal contingency to value it under a fair value standard or to estimate a range of outcomes.
- In addition, Metavante has recorded provisions for uncertain tax positions. Income taxes are exceptions to both the recognition and fair value measurement principles of the acquisition method of accounting; they continue to be accounted for under the specific guidance for accounting for income taxes.
- (IV) Goodwill is calculated as the difference between the acquisition date fair value of the consideration expected to be transferred and the values assigned to the assets acquired and liabilities assumed. Goodwill is not amortized.

6. Pro Forma Adjustments

This note should be read in conjunction with other notes in the unaudited pro forma condensed combined financial statements. Adjustments included in the column under the heading "Pro Forma Adjustments" represent the following:

(a) To record estimated transaction costs of \$70.0 million, net of the estimated tax effect of \$13.3 million based on FIS' statutory rate of 38.35% applied to deductible items, debt issue costs of \$10 million, and a reduction in cash of \$40.6 million to partially fund retirement of Metavante debt. Proceeds from the investments are considered received and immediately disbursed as another fund source for the Metavante debt retirement.

(b) To adjust goodwill to an estimate of acquisition-date goodwill, as follows:

	(In millions)
Eliminate Metavante historical goodwill	\$ (1,316.7)
Estimated transaction goodwill	4,614.5
Total	\$ 3,297.8

(c) To adjust intangible assets to an estimate of fair value, as follows:

	(In millions)
Eliminate Metavante historical intangible assets	\$ (248.0)
Estimated fair value of intangible assets acquired	835.0
	\$ 587.0

Intangibles are assumed to represent 20% of the total purchase price, consistent with FIS' history for other acquisitions.

(d) To eliminate Metavante deferred contract costs which have no continuing benefit to the combined entity.

(e) To eliminate Metavante deferred customer inducements of \$25.3 million, which have no continuing benefit to the combined entity.

(f) To reduce Metavante's deferred revenues to estimated fair value, determined as fulfillment cost plus a normal profit margin. Certain deferred revenues (e.g., license, conversion fees) are deferred for accounting purposes but require minimal or no future incremental direct costs in order to be recognized. In determining a normal profit margin, we applied FIS' historic profit margins to the estimated costs of services to be delivered for the remaining deferred revenue balances. The net effect is a 45% reduction to total Metavante deferred revenues, or \$60.5 million and \$71.2 million, as of June 30, 2009 and December 31, 2008, respectively. Corresponding reductions of \$30.3 million for the six months ended June 30, 2009 and \$71.2 million for the year ended December 31, 2008 are reflected to revenue.

(g) To record the estimated impact on deferred income taxes of fair value pro forma adjustments, as follows:

	(in millions)
Intangible assets	\$ 587.0
Deferred contract costs	(43.2)
Other noncurrent assets	(46.4)
Deferred revenue	60.5
Long-term debt	64.0
	<u>\$ 621.9</u>
FIS statutory tax rate	x38.35%
	<u>\$ 238.5</u>

(h) To record the net change in long-term debt as follows:

	(In millions)
Eliminate Metavante deferred debt issue costs of \$31.1 million, net of new debt issue costs of \$10.0 million (Other noncurrent assets)	\$ 21.1
Reduce Metavante long-term debt to fair value based on current market rate of 92%	\$ (64.0)
Repay a portion of Metavante's historical long-term debt	(928.1)
New Term Loan B — Accordion(1)	500.0
New Asset-Backed Facility(1)	145.0
	<u>\$ (347.1)</u>

(1) FIS financed the reduction in long-term debt through execution of a \$500 million accordion term loan at LIBOR plus 425 basis points, a \$145 million secured borrowing facility collateralized by FIS accounts receivable at LIBOR plus 325 basis points, proceeds from the Investments, and available cash balances. FIS projects a net increase in pro forma interest expense of \$7.9 million per annum (\$2.0 million per quarter).

(i) To record the stock portion of the merger consideration and the issuance of stock in connection with the investments, at par, and to eliminate Metavante's common stock, at par, as follows:

	(In millions)
Eliminate Metavante common stock	\$ (1.2)
Issuance of FIS common stock relative to the investments	0.2
Issuance of FIS common stock relative to the merger	1.6
	<u>\$ 0.6</u>

(j) To eliminate Metavante's accumulated other comprehensive earnings.

(k) To record the stock portion of the merger consideration and the issuance of stock in connection with the investments, at fair value less par, to eliminate Metavante additional paid-in capital, and to record unearned compensation relative to the conversion of unvested stock options and other equity awards as follows:

	(In millions)
Eliminate Metavante additional paid in capital	\$ (1,496.7)
Issuance of FIS common stock relative to the investments, net of 3% transaction fee	242.3
Issuance of FIS common stock relative to the merger	4,240.2
Unearned compensation	(66.8)
	<u>\$ 2,919.0</u>

(l) To eliminate Metavante's retained deficit, and to record estimated non-recurring costs of FIS for acquisition-related transaction costs, as follows:

	(In millions)
Eliminate Metavante retained deficit	\$ 931.4
Estimated \$70 million acquisition-related transaction costs assumed to be non-recurring, net of tax effect at statutory rate of 38.35% applied to deductible items	(56.7)
	<u>\$ 874.7</u>

(m) To eliminate activity between FIS and Metavante totaling \$4.4 million for the six months ended June 30, 2009 and \$9.9 million for the year ended December 31, 2008, consisting principally of image and card-processing services provided by Metavante to FIS.

(n) To record the following adjustments:

	Six Months Ended June 30, 2009	Year Ended December 31, 2008
	(In millions)	
Estimated Metavante intangible asset amortization based on estimated fair value (20% of pro forma fair value using the accelerated, pattern-of-benefit amortization method)	\$ 83.5	\$ 124.9
Reverse amortization of Metavante deferred conversion costs eliminated in purchase accounting	(7.2)	(13.7)
	<u>\$ 76.3</u>	<u>\$ 111.2</u>

The assumed life for intangible assets is 10 years, resulting in amortization for the first 5 years as follows, based on the June 30, 2009 pro forma estimated fair value:

	(In millions)
Year 1	\$167.0
Year 2	133.6
Year 3	116.9
Year 4	100.2
Year 5	83.5

(o) To record the following adjustments:

	Six Months Ended June 30, 2009	Year Ended December 31, 2008
	(In millions)	
Eliminate Metavante intangible asset amortization	\$ (14.7)	\$ (29.7)
Eliminate non-recurring transaction costs incurred, totaling \$6.6 million and \$9.3 million for Metavante and FIS, respectively	(15.9)	—
Eliminate Metavante share-based compensation expense	(9.1)	(15.6)
Estimated amortization related to unvested Metavante stock options	3.0	11.1
Estimated amortization related to unvested Metavante performance shares	0.7	1.9
Estimated amortization related to unvested Metavante restricted shares	1.7	5.1
	<u>\$ (34.3)</u>	<u>\$ (27.2)</u>

(p) To give tax effect to the pro forma revenue and expense adjustments based on Metavante's effective tax rate of 37.0% for the six-month period ended June 30, 2009, and 36.1% for the year ended December 31, 2008. The tax effect related to the non-recurring transaction costs reversed in entry (o) was separately calculated at \$0.6 million as many of these costs were considered non-deductible.

(q) Reclassification of Metavante research and development costs of \$17.0 million for the six-month period ended June 30, 2009, and \$51.3 million for the year ended December 31, 2008 to conform to FIS presentation.

(r) The adjustment to weighted average shares outstanding — basic is calculated as follows (in millions):

	Six Months Ended June 30, 2009	Year Ended December 31, 2008
Eliminate Metavante shares	(119.6)	(119.1)
Shares issued in merger	162.4	160.9
Shares issued in investments	16.1	16.1
	<u>58.9</u>	<u>57.9</u>

The adjustment to weighted average shares outstanding — diluted is calculated as follows (in millions):

	Six Months Ended June 30, 2009	Year Ended December 31, 2008
Eliminate Metavante shares	(120.6)	(119.9)
Shares issued in merger	162.4	160.9
Shares issued in investments	16.1	16.1
Dilutive effect of replacement options and share-based awards	1.2	6.6
	<u>59.1</u>	<u>63.7</u>

The unaudited pro forma condensed combined financial statements do not present a combined dividend per share amount.

The unaudited pro forma combined basic and diluted earnings per share for the periods presented are based on the combined basic and diluted weighted-average shares outstanding. The historical basic and diluted weighted average shares of Metavante were assumed to be replaced by the shares to be issued by FIS to effect the merger.

The unaudited pro forma condensed combined financial statements do not reflect estimated acquisition-related restructuring charges, which could be in the range of \$35 to \$50 million and which will be expensed as incurred.