

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):
April 23, 2024 (April 22, 2024)

Fidelity National Financial, Inc.

(Exact name of registrant as specified in its charter)

001-32630
(Commission File Number)

Delaware
(State or other jurisdiction of
incorporation or organization)

16-1725106
(I.R.S. Employer
Identification No.)

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

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered:
FNF Common Stock, \$0.0001 par value	FNF	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On April 22, 2024, Fidelity National Financial, Inc. (the “Company”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), entered into a supplemental indenture (the “Supplemental Indenture”) to the indenture, dated as of December 8, 2005 (the “Indenture”), governing the Company’s 4.500% Senior Notes due 2028 (the “2028 Notes”), 3.400% Senior Notes due 2030 (the “2030 Notes”), 2.450% Senior Notes due 2031 (the “2031 Notes”) and 3.200% Senior Notes due 2051 (the “2051 Notes” and, collectively, the “Notes”; and each a “series of Notes”).

The Company entered into the Supplemental Indenture following receipt of the requisite consents from holders of the Notes pursuant to the Company’s previously announced solicitations of consents (the “Consent Solicitations”), which expired at 5:00 p.m., New York City time, on April 22, 2024 (the “Expiration Time”). The Consent Solicitations were conducted in connection with the Company’s proposed redomestication, by conversion, from a corporation organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Nevada (the “Redomestication”). The Company solicited consents to permit the Redomestication under the Indenture (the “Proposed Amendment”).

The Supplemental Indenture became effective and constituted a binding agreement between the Company and the Trustee upon execution thereof, but the Proposed Amendment will become operative only if the Company pays the consent fee to the holders of its 2028 Notes, 2030 Notes, 2031 Notes and 2051 Notes, who validly delivered their consents at or prior to the Expiration Time (and did not validly revoke such consents), pursuant to the Consent Solicitations immediately prior to the consummation of the Redomestication. No consent fee will be paid with respect to a series of Notes if any of the consent solicitations are terminated prior to the Proposed Amendment becoming effective, if the Company abandons the Redomestication or if the Redomestication is not completed for any reason whatsoever. The Company is not required to consummate the Redomestication even if it has received the requisite consents for the Notes and the approval of its shareholders to the Redomestication. If the Redomestication is abandoned prior to consummation or is otherwise not completed for any reason whatsoever (including, without limitation, because the Company determines to effect a redomestication by way of merger or otherwise), or the conditions to the Consent Solicitations are not satisfied or waived, then no consent fee shall be payable and the Proposed Amendment contained in the Supplemental Indenture described above will not become operative.

The foregoing description of the Supplemental Indenture is not complete and is qualified in its entirety by the full text of the Supplemental Indenture, which is attached hereto as Exhibit 4.1 and is incorporated by reference into this Item 1.01.

Item 8.01 Other Events.

On April 23, 2024, the Company issued a press release, announcing the expiration of the previously announced Consent Solicitations, the receipt of the consents required to approve the Proposed Amendment with respect to the Notes and the entry into the Supplemental Indenture in connection therewith. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
4.1	Eighth Supplemental Indenture, dated as of April 22, 2024, between Fidelity National Financial, Inc. and The Bank of New York Mellon Trust Company, N.A.
99.1	Press Release, dated April 23, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Michael L. Gravelle

Name Michael L. Gravelle

Title Executive Vice President, General Counsel and Corporate Secretary

Date: April 23, 2024

Eighth Supplemental Indenture

Eighth Supplemental Indenture (this “Eighth Supplemental Indenture”), dated as of April 22, 2024, between Fidelity National Financial, Inc. (formerly known as Fidelity National Title Group, Inc.), a Delaware corporation (the “Company”), and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association (the “Trustee”).

WHEREAS, the Company and the Trustee entered into an Indenture (the “Original Indenture”), dated as of December 8, 2005, as supplemented by a First Supplemental Indenture (the “First Supplemental Indenture”), dated as of January 6, 2006, a Second Supplemental Indenture (the “Second Supplemental Indenture”), dated as of May 5, 2010, a Third Supplemental Indenture (the “Third Supplemental Indenture”), dated as of June 30, 2014, a Fourth Supplemental Indenture (the “Fourth Supplemental Indenture”), dated as of August 13, 2018, providing for the issuance of the Company’s 4.500% Senior Notes due 2028 (the “2028 Notes”), a Fifth Supplemental Indenture (the “Fifth Supplemental Indenture”), dated as of June 12, 2020, providing for the issuance of the Company’s 3.400% Senior Notes due 2030 (the “2030 Notes”), a Sixth Supplemental Indenture (the “Sixth Supplemental Indenture”), dated as of September 15, 2020, providing for the issuance of the Company’s 2.450% Senior Notes due 2031 (the “2031 Notes”), and a Seventh Supplemental Indenture (the “Seventh Supplemental Indenture”), dated as of September 17, 2021, providing for the issuance of the Company’s 3.200% Senior Notes due 2051 (the “2051 Notes”, and together with the 2028 Notes, the 2030 Notes and the 2031 Notes, the “Notes”);

WHEREAS, on November 9, 2006, the Company changed its corporate name from “Fidelity National Title Group, Inc.” to “Fidelity National Financial, Inc.”;

WHEREAS, Section 8.2 of the Original Indenture provides that with the written consent of the Holders of a majority of the aggregate principal amount of the Outstanding Securities of each series affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustee, the Company (when authorized by or pursuant to a Board Resolution) and the Trustee may enter into an indenture or indentures supplemental hereto to add any provisions to or to change or eliminate any provisions of the Indenture or of any other indenture supplemental thereto or to modify the rights of the Holders of such Securities;

WHEREAS, the Company has solicited, and has received, upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, dated as of April 16, 2024 (as the same may be supplemented, modified or amended, the “Consent Solicitation Statement”), consents (“Consents”) from Holders of not less than a majority in aggregate principal amount of each series of the Notes at the time outstanding (the “Consenting Holders”) to the amendment of the Indenture as set forth in Section 2.01 hereof;

WHEREAS, in accordance with Section 8.2 of the Original Indenture, the Consenting Holders, by delivery of their Consents with respect to each series of the Notes, have permitted and approved any and all conforming changes, including conforming amendments, to the Original Indenture, each such series of the Notes and any related documents that may be required by, or as a result of, this Supplemental Indenture;

WHEREAS, all actions required to be taken by the Company under the Original Indenture to make this Eighth Supplemental Indenture a valid, binding and legal agreement of the Company, have been done.

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

(a) For the purposes hereof, the following definitions shall be inserted in Section 1.1 of the Original Indenture:

“Redomestication” means the redomestication, by conversion, of the Company from a corporation organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Nevada, as contemplated by the Proxy Statement.

“Proxy Statement” means the Company’s preliminary proxy statement, filed with the Commission on April 15, 2024, as the same may be finalized, supplemented, modified or amended.

ARTICLE II AMENDMENTS

Section 2.01 Amendments to the Original Indenture.

(a) Section 9.4 (Corporate Existence) of the Original Indenture is hereby amended to add the following sentence after the end of the existing paragraph:

“Notwithstanding anything in this Section 9.4, this Indenture or the Notes to the contrary, the Redomestication substantially as contemplated by the Proxy Statement shall be permitted and shall not be restricted by any covenant, term or condition hereof or thereof; after consummation of the Redomestication, all references to the Company or Fidelity National Financial, Inc. shall refer to Fidelity National Financial, Inc., a Nevada corporation which has continued in full force and effect the corporate existence of Fidelity National Financial, Inc., a Delaware corporation, in accordance with Nevada law and continues to be obligated under this Indenture and the Notes.”

Section 2.02 Amendments to the Notes. The terms of each series of the Notes, including any securities in global form, are hereby amended to amend all provisions inconsistent with the amendments to the Original Indenture effected by this Eighth Supplemental Indenture.

Section 2.03 Conforming Changes. In accordance with Section 8.2 of the Original Indenture, the Consenting Holders, by delivery of their Consents with respect to each series of the Notes, permit and approve any and all conforming changes, including conforming amendments, to the Original Indenture, each series of the Notes and any related documents that may be required by, or as a result of, this Eighth Supplemental Indenture.

**ARTICLE III
EFFECTIVENESS**

Section 3.01 Effectiveness; Conditions Precedent.

(a) The Company represents and warrants that each of the conditions precedent to the amendment and supplement of the Original Indenture (including such conditions pursuant to Section 1.2 and 8.4 of the Original Indenture) have been satisfied in all respects. Pursuant to Section 8.2 of the Original Indenture, the Consenting Holders have consented to the amendment set forth in Section 2 hereof with respect to each series of the Notes and the Original Indenture and have authorized and directed the Trustee to execute this Eighth Supplemental Indenture. The Company and the Trustee are on this date executing this Eighth Supplemental Indenture, which will become effective on the date hereof.

(b) The amendment set forth in Section 2 hereof shall become operative, and the terms of the Original Indenture and each of the Notes shall be amended as provided for in Section 2 above, upon written notice from the Company to the Trustee that this Eighth Supplemental Indenture is operative at a time immediately prior to the consummation of the Redomestication as set forth in such notice. If the Trustee receives written notice from the Company at any time following the date hereof that the Consent Consideration (as defined in the Consent Solicitation Statement) has not been, and will not be, paid in accordance with the terms of the Consent Solicitation Statement, this Eighth Supplemental Indenture shall terminate immediately without the amendment contained in Section 2 hereof becoming operative and without the need for further action hereunder or thereunder.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01 The Original Indenture, as amended hereby, is in all respects ratified and confirmed, and the terms and conditions thereof, as amended hereby, shall be and remain in full force and effect. The amendments to the Original Indenture set forth in this Eighth Supplemental Indenture shall apply only with respect to each series of the Notes.

Section 4.02 The recitals contained in this Eighth Supplemental Indenture shall be taken as the statements of the Company, and the Trustee shall have no liability or responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Eighth Supplemental Indenture.

Section 4.03 THIS EIGHTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 4.04 This Eighth Supplemental Indenture may be signed by manual or electronic signature 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 4.05 Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Original Indenture.

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

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Michael L. Gravelle
Name: Michael L. Gravelle
Title: Executive Vice President, General
Counsel and Corporate Secretary

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

By: /s/ Michael C. Jenkins
Name: Michael C. Jenkins
Title: Vice President

**Fidelity National Financial, Inc. Announces Successful Completion of Consent Solicitation**

JACKSONVILLE, Fla., April 23, 2024 /PRNewswire/ -- Fidelity National Financial, Inc. (NYSE: FNF) ("FNF" or the "Company") today announced the successful completion of the previously announced consent solicitations of the holders of each of its 4.500% Senior Notes due 2028 (the "2028 Notes"), 3.400% Senior Notes due 2030 (the "2030 Notes"), 2.450% Senior Notes due 2031 (the "2031 Notes") and 3.200% Senior Notes due 2051 (the "2051 Notes" and, collectively with the 2028 Notes, 2030 Notes and the 2031 Notes, the "Notes"; and each a "series of Notes") to effect a certain amendment (the "Proposed Amendment") to the indenture governing the Notes (the "Indenture") with respect to each series of Notes, as described below.

As of 5:00 p.m., New York City time, on April 22, 2024 (the "Expiration Time"), the Company had received consents from a majority in principal amount of each series of Notes outstanding for the adoption of the proposed amendment to the Indenture. Each of the consent solicitations was made pursuant to the consent solicitation statement, dated April 16, 2024 (the "Consent Solicitation Statement"). A supplemental indenture giving effect to the Proposed Amendment with respect to each series of Notes will be executed promptly. Upon its execution, the supplemental indenture will be effective and constitute a binding agreement between the Company and the trustee.

Immediately prior to the consummation of the Company's redomestication, by conversion, from a corporation organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Nevada (the "Redomestication"), the Company will pay holders of each series of Notes who validly delivered their consents at or prior to the Expiration Time (and did not validly revoke such consents) the Consent Fee described in the Consent Solicitation Statement. No Consent Fee will be paid with respect to a series of Notes if any of the consent solicitations are terminated prior to the proposed amendment becoming effective or if the Company abandons the Redomestication or if the Redomestication is not completed for any reason whatsoever. The Company is not required to consummate the Redomestication even if it has received the requisite consents for the Notes and the approval of its shareholders to the Redomestication. If the Redomestication is abandoned prior to consummation or otherwise not completed for any reason whatsoever (including, without limitation, because the Company determines to effect a redomestication by way of merger or otherwise), or the conditions to the consent solicitations are not satisfied or waived, then no Consent Fee shall be payable and the Proposed Amendment contained in supplemental indenture described above will not become operative.

Any questions regarding these payments should be directed to the Information Agent and Tabulation Agent for the consent solicitation, D.F. King & Co., Inc., at (888) 628-9011 (toll free) or (212) 269-5550 (banks and brokers) (collect) or by email at fnf@dfking.com. BofA Securities acted as Solicitation Agent in connection with the consent solicitations. Questions regarding the consent solicitations may be directed to BofA Securities, Attention: Liability Management Group at (888) 292-0070 (toll free) or (980) 387-3907 (collect).

This press release is for informational purposes only and does not constitute a solicitation of consents of holders of the Notes and shall not be deemed a solicitation of consents with respect to any other securities of the Company.

About Fidelity National Financial, Inc.

Fidelity National Financial, Inc. (NYSE: FNF) is a leading provider of (i) title insurance, escrow and other title-related services, including trust activities, trustee sales guarantees, recordings and reconveyances and home warranty products and (ii) transaction services to the real estate and mortgage industries. FNF is one of the nation's largest title insurance companies operating through its title insurance underwriters - Fidelity National Title Insurance Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Alamo Title Insurance and National Title Insurance of New York Inc. - which collectively issue more title insurance policies than any other title company in the United States. More information about FNF can be found at www.fnf.com.

Forward-Looking Statements and Risk Factors

This press release contains forward-looking statements that involve a number of risks and uncertainties. Statements that are not historical facts, including statements regarding our expectations, hopes, intentions or strategies regarding the future are forward-looking statements. Forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. Because such statements are based on expectations as to future financial and operating results and are not statements of fact, actual results may differ materially from those projected. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The risks and uncertainties which forward-looking statements are subject to include, but are not limited to: the potential impact of the consummation of the Redomestication on relationships, including with shareholders, bondholders and stakeholders; our ability to successfully realize the anticipated benefits of the Redomestication; the risk that we do not receive shareholder approval for the Redomestication; adverse changes in general economic, business, political crisis, war and pandemic conditions, including ongoing geopolitical conflicts; weakness or adverse changes in the level of real estate activity, which may be caused by, among other things, high or increasing interest rates, a limited supply of mortgage funding or a weak U.S. economy; our potential inability to find suitable acquisition candidates; our dependence on distributions from our title insurance underwriters as a main source of cash flow; significant competition that F&G and our operating subsidiaries face; compliance with extensive government regulation of our operating subsidiaries, including regulation of title insurance and services and privacy and data protection laws; systems damage, failures, interruptions, cyberattacks and intrusions, or unauthorized data disclosures; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of FNF's Form 10-K and other filings with the Securities and Exchange Commission (SEC).

FNF-G

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View original content: <https://www.prnewswire.com/news-releases/fidelity-national-financial-inc-announces-successful-completion-of-consentsolicitation-302123893.html>

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