
**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): **May 30, 2007**

FIDELITY NATIONAL FINANCIAL, INC.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of
Incorporation or Organization)

001-32630
(Commission File
Number)

16-1725106
(IRS Employer
Identification No.)

601 Riverside Avenue
Jacksonville, Florida
(Address of principal executive offices)

32204
(Zip code)

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

FIDELITY NATIONAL TITLE GROUP, INC.
(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 May 30, 2007, Fidelity National Financial, Inc., a Delaware corporation (“FNF”), announced that an Agreement and Plan of Merger (the “Merger Agreement”) had been entered into by and among Foundation Holdings, Inc., a Delaware corporation (“Parent”), Foundation Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (“Merger Sub”) and Ceridian Corporation, a Delaware corporation (“Ceridian”). The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into Ceridian, with Ceridian continuing as the surviving entity as a wholly-owned subsidiary of Parent (the “Merger”). Parent and Merger Sub were formed by FNF and an affiliate of Thomas H. Lee Partners, L.P., to acquire Ceridian.

Ceridian is an information services company servicing the human resources, transportation and retail industries. Specifically, Ceridian offers a broad range of human resource outsourcing solutions and is a major payment processor and issuer of credit, debit and stored-value cards.

Merger Agreement

At the effective time of the Merger, the issued and outstanding shares of Ceridian common stock, par value \$0.01 per share, will be cancelled and the holders thereof will receive (except for the shares of Ceridian common stock owned by Parent or Merger Sub, which will be cancelled without consideration) \$36 per share in cash.

Parent, Merger Sub and Ceridian have made customary representations, warranties and covenants in the Merger Agreement, including, among others, that Ceridian will (i) conduct its business in the ordinary course consistent with past practice during the interim period between the execution of the Merger Agreement and the closing of the Merger (the “Closing”), (ii) not engage in certain types of transactions during such period and (iii) cause a stockholder meeting to be held by Ceridian and, subject to certain exceptions, recommend approval by its stockholders of the Merger Agreement.

Each party’s obligation to effect the Merger is subject to the fulfillment of conditions, including, among others, (i) shareholder approval, (ii) the absence of any injunction or order prohibiting the Closing, (iii) the expiration or termination of the Hart-Scott-Rodino waiting period, (iv) subject to certain exceptions, the accuracy of representations and warranties of the other party and (v) material compliance of the other party with its covenants. The Merger Agreement may be terminated (i) at any time prior to the Closing by mutual written consent of the parties, (ii) by either Parent or Ceridian by written notice to the other if the Closing has not taken place on or before December 31, 2007 subject, under certain conditions, to extension to March 31, 2008 and (iii) in other situations that customarily allow parties to terminate mergers of this type.

THL Partners and FNF expect to bring co-investors into the transaction. FNF will own less than 50% of Ceridian at closing and will treat the Ceridian investment under the equity method of accounting for financial statement purposes, similar to its minority ownership stake in Sedgwick CMS, and will not consolidate the financial results of Ceridian.

The transaction is subject to certain closing conditions, including the approval of Ceridian’s stockholders, antitrust and state regulatory approvals, and the satisfaction of other customary closing conditions. The transaction is expected to close following the satisfaction of all closing conditions and completion of a financing marketing period, which is anticipated to occur in the fourth quarter of 2007.

The Merger Agreement provides certain termination rights for both Parent and Ceridian and provides that, upon termination of the Merger Agreement under specified circumstances, Ceridian may be required to pay Parent a termination fee of \$165 million.

Equity Commitments and Limited Guarantees

Under the terms of the equity commitment letters delivered to Parent, each of FNF and Thomas H. Lee Equity Fund VI, L.P., a Delaware limited partnership (“THL Equity Fund”), committed to purchase, directly or

indirectly, \$900,000,000 of equity securities of Parent to provide funds for the transaction. In addition, Parent obtained a debt commitment letter from Deutsche Bank and Credit Suisse to provide the remainder of the transaction financing.

The transaction is not subject to a financing contingency. Under certain circumstances, if Parent's failure to obtain financing is the proximate cause of the Merger Agreement being terminated prior to closing, Parent has agreed to pay \$165 million to Ceridian. Under the terms of the Limited Guarantees delivered to Ceridian, FNF and THL Equity Fund each guaranteed to discharge 50% of Parent's payment obligations under the foregoing provision, up to a maximum of \$82.5 million each, subject to the terms and conditions in the Limited Guarantees.

General

The foregoing summary of the Merger and the Merger Agreement, and the transactions contemplated thereby, is not complete, and is qualified in its entirety by reference to the full text of the agreement filed as an exhibit to this report, which is incorporated herein by reference. In the event of any conflict between the foregoing summary and the full text of the agreement, the text of the agreement shall control.

The Merger Agreement contains representations and warranties that the parties have made to each other as of specific dates. Except for their status as contractual documents that establish and govern the legal relations among the parties, the Merger Agreement is not intended to be a source of factual, business or operational information about any of the parties thereto. The representations and warranties were made as of specific dates, only for purposes of the Merger, and solely for the benefit of the parties to the Merger Agreement. These representations and warranties may be subject to limitations agreed between the parties, including being qualified by disclosures between the parties. The representations and warranties may have been made to allocate risks among the parties, including where the parties do not have complete knowledge of all facts, instead of establishing matters as facts. Furthermore, those representations and warranties may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. The assertions embodied in such representations and warranties are qualified by information contained in disclosure letters that the parties exchanged in connection with the signing of the Merger Agreement. Accordingly, investors and security holders should not rely on such representations and warranties as characterizations of the actual state of facts or circumstances, since they were only made as of the date of the Merger Agreement and are modified in important part by the underlying disclosure letters. Moreover, information concerning the subject matter of such representations and warranties may change after the date of these representations and warranties, which may or may not be fully reflected in the parties' public disclosures.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Effective May 31, 2007, Alan L. Stinson, Co-Chief Operating Officer of the Company, was promoted to the position of Chief Executive Officer. Raymond R. Quirk, Co-Chief Operating Officer of the Company, and Brent B. Bickett, President of the Company, were named Co-Presidents. William P. Foley II, Chairman of the Board of Directors and Chief Executive Officer, will continue as Chairman of the Board of Directors, actively focusing on strategic issues and acquisitions.

Each of these executives has been a long-time member of the Company's senior management team. Further information about Messrs. Foley, Stinson, Bickett and Quirk is included in the Company's Definitive Proxy Statement filed with the Securities and Exchange Commission on April 19, 2007 and is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

Exhibit No.

2.1 Merger Agreement, dated May 30, 2007, by and among Ceridian Corporation, Foundation Holdings, Inc. and Foundation Merger Sub, Inc., incorporated by reference to Exhibit 2.1 to Ceridian Corporation's current report on Form 8-K filed on May 31, 2007.*

10.1 Equity Commitment Letter, dated May 30, 2007.

99.1 Limited Guaranty, dated May 30, 2007.

* Contents of the parties' disclosure schedules pursuant to the Merger Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. FNF will furnish supplementally a copy of the disclosure letters to the SEC, upon request.

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.
(Formerly Fidelity National Title Group, Inc.)

Dated: June 5, 2007

By: /s/ Anthony J. Park
Anthony J. Park
Executive Vice President
and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Merger Agreement, dated May 30, 2007, by and among Ceridian Corporation, Foundation Holdings, Inc. and Foundation Merger Sub, Inc., incorporated by reference to Exhibit 2.1 to Ceridian Corporation's current report on Form 8-K filed on May 31, 2007.*
10.1	Equity Commitment Letter, dated May 30, 2007.
99.1	Limited Guaranty, dated May 30, 2007.

* Contents of the parties' disclosure schedules pursuant to the Merger Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. FNF will furnish supplementally a copy of the disclosure letters to the SEC, upon request.

CONFIDENTIAL

FIDELITY NATIONAL FINANCIAL, INC.
601 Riverside Avenue
Jacksonville, Florida 32204

May 30, 2007

To: Foundation Holdings, Inc.
The Other Sponsor Listed on Schedule A

Ladies and Gentlemen:

Fidelity National Financial, Inc. (together with its affiliates, the "Sponsor") is pleased to offer this commitment to purchase, directly or indirectly, up to \$900,000,000 (nine hundred million U.S. Dollars) of the equity securities of Foundation Holdings, Inc., a Delaware corporation ("Parent"), which has been formed for the purpose of purchasing (the "Transaction") 100% of the capital stock of Ceridian Corporation, a Delaware corporation (the "Company") pursuant to a merger of Foundation Merger Sub, Inc. ("Merger Sub") (a wholly-owned subsidiary of Parent) with and into the Company. We understand that the other sponsor listed on Schedule A (the "Other Sponsor") has committed to purchase, directly or indirectly, up to the committed amount set forth opposite the Other Sponsor's name on Schedule A of the equity securities of Parent. We also understand that Parent intends to finance a portion of the Transaction with indebtedness and unrestricted cash of the Company. Based on our discussions, we understand that the total amount needed to fund an all cash Transaction and the payment of related fees and expenses will be approximately \$5,200,000,000 (five billion two hundred million U.S. Dollars).

The Sponsor hereby commits up to \$900,000,000 (nine hundred million U.S. Dollars) to acquire equity securities, directly or indirectly, of Parent. The proceeds from the Sponsor's investment may be used for funding the closing of the Transaction, including the payment of related fees and expenses, and for no other purpose, and the Sponsor shall not be obligated to fund the commitment evidenced hereby except in connection with the closing of the Transaction. The commitment of the Sponsor is also subject to all of the following terms and conditions:

1. Documentation. Parent has executed or caused to be executed and delivered to the Sponsor on or before the date hereof, all necessary documentation requested by the Sponsor, including an Agreement and Plan of Merger among Parent, Merger Sub and the Company of even date herewith (the "Merger Agreement").
 2. Closing Conditions. The Sponsor's obligations to consummate this commitment shall be conditioned upon the satisfaction or waiver of all conditions precedent to the closing of the transactions set forth in Sections 6.1 and 6.3 of the Merger Agreement.
 3. Access to Information. From the date of execution of this letter until the closing of the Transaction or earlier termination of this letter, the Sponsor and its representatives will be given reasonable access to all due diligence performed by Parent to date and other materials related to the Transaction provided to Parent; provided, that such information and materials remain subject to the terms of the Confidentiality Agreement between the Company and
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the Sponsor; provided further that any failure by Parent to comply with its obligations under this sentence will not in any way relieve the Sponsor's obligation to provide its commitment under this letter.

4. Indemnification. Parent agrees to indemnify and to hold harmless the Sponsor and its affiliates, owners, partners, officers, directors and employees (collectively, the "Indemnified Persons") from and against any and all actions, suits, proceedings (including any investigations or inquiries), losses, claims, damages, liabilities or expenses of any kind or nature whatsoever which may be suffered, incurred by or asserted against or involve the Indemnified Persons as a result of or arising out of or in any way related to the transactions described in this letter (including those resulting from any Indemnified Persons' negligence); provided, however, that the foregoing will not apply to any losses of an Indemnified Person to the extent from and found by a final decision of a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Indemnified Person. Parent further agrees to pay or reimburse to any Indemnified Person upon demand any legal or other expenses incurred by the Indemnified Person in connection with investigating, defending, or preparing to defend any such action, suit, claim or proceeding (including any inquiry or investigation). The provisions of this paragraph 4 are independent of all other obligations of Parent hereunder and shall survive termination or expiration of the commitment embodied in this letter.

PARENT HEREBY ACKNOWLEDGES THAT THE FOREGOING INDEMNITY SHALL BE APPLICABLE TO ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES OR EXPENSES THAT HAVE RESULTED FROM OR ARE ALLEGED TO HAVE RESULTED FROM THE ACTIVE OR PASSIVE OR THE SOLE, JOINT OR CONCURRENT ORDINARY NEGLIGENCE OF THE SPONSOR OR ANY OTHER INDEMNIFIED PERSON.

Notwithstanding anything that may be expressed or implied in this commitment letter, by their acceptance hereof, each of Parent and the Other Sponsor acknowledges and agrees that (a) notwithstanding that the Sponsor is a partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any officer, agent or employee of the Sponsor, any direct or indirect holder of any equity interests or securities of the Sponsor (whether such holder is a limited or general partner, member, stockholder or otherwise), any affiliate of the Sponsor, or any direct or indirect director, officer, employee, partner, affiliate, member, controlling person or representative of any of the foregoing (any such person or entity, a "Related Person"), whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, and (b) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Related Persons under this commitment letter or any documents or instruments delivered in connection herewith or with the Transaction for any claim based on, in respect of or by reason of such obligations or by their creation.

5. Other Sponsor's Commitments. The commitment of the Sponsor set forth herein is subject to the Other Sponsor's simultaneous purchase, directly or indirectly, of that amount of the equity securities of Parent set forth opposite its name on Schedule A.

6. Term. The commitment set forth herein shall become effective on the date and time at which the Merger Agreement has been duly executed by all parties thereto, including, without limitation, by Parent, whereupon this letter will constitute the commitment of the Sponsor to provide the aforementioned financing to Parent on the terms and conditions set forth herein.

7. Closing Date. The commitment set forth herein, as so accepted by the Parent, shall expire upon the earlier of (a) the closing of the Transaction and (b) the date of the termination of the Merger Agreement in accordance with its terms, unless a claim hereunder has been made prior to such date, in which case the date such claim is finally satisfied or otherwise resolved by agreement of the parties thereto or a final, non-appealable judgment of a governmental entity of competent jurisdiction.

8. No Assignment. The commitment evidenced by this letter shall not be assignable by Parent or the Other Sponsor without the Sponsor's prior written consent, and the granting of such consent in a given instance shall be solely in the discretion of the Sponsor and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment; provided, that the commitment evidenced by this letter shall be assignable to subsidiaries or parent of Parent. Any purported assignment of this commitment in contravention of this Paragraph 8 shall be void. For the avoidance of doubt, the Sponsor may assign all or a portion of its commitment to purchase equity securities as set forth herein; provided, however, that neither such assignment nor the assignment pursuant to the second preceding sentence shall relieve the Sponsor of its obligations under this letter.

9. No Third Party Beneficiary. No person or entity other than Parent or the Other Sponsor shall be entitled to rely upon this commitment letter. This commitment letter shall be binding upon and inure solely to the benefit of each party hereto and nothing herein, express or implied, is intended or shall confer upon any other person any rights, benefits or remedies whatsoever under or by reason of this commitment.

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LETTER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Jurisdiction. Any dispute, controversy or claim between the parties hereto which arises out of, relates to or is in any manner connected with this letter, including any question regarding the validity, termination of, or performance or non-performance under, this letter, any breach of this letter, or any other claim (including tort claims) which arises out of, relates to or is in any manner connected with this letter or the transactions contemplated hereby, shall be referred exclusively to the United States District Court for the District of Delaware or the state courts located in the State of Delaware, and, by execution and delivery of this letter, each of the parties hereto accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this letter. The foregoing consents to jurisdiction and appointments of agents to receive service of process shall not constitute general consents to service of process in the State of Delaware for any purpose except as

provided above and shall not be deemed to confer rights on any person other than the parties hereto.

If the foregoing is acceptable to you, please sign and return a copy of this letter no later than 5:00 p.m. ET on June 2, 2007. This letter and the obligations hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principle of conflict of laws.

Very truly yours,

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Brent B. Bickett

Name: Brent B. Bickett

Title: President

Accepted and Acknowledged:

FOUNDATION HOLDINGS, INC.

By: /s/ Scott Jaeckel

Name: Scott Jaeckel

Title: Co-President

THOMAS H. LEE EQUITY FUND VI, L.P.

By: THL EQUITY FUND VI, L.P.

By: /s/ Scott Jaeckel

Name: Scott Jaeckel

Title: Managing Director

Schedule A

Other Sponsor's Committed Equity

<u>Other Sponsor</u>	<u>Equity Commitment</u>
Thomas H. Lee Equity Fund VI, L.P.	\$900,000,000

Confidential**LIMITED GUARANTEE**

Limited Guarantee, dated as of May 30, 2007 (this "Limited Guarantee"), by Fidelity National Financial, Inc. (the "Guarantor"), in favor of Ceridian Corporation, a Delaware corporation (the "Guaranteed Party"). Capitalized terms used herein without definition have the meanings given to them in the Merger Agreement (as defined below).

1. **LIMITED GUARANTEE**. To induce the Guaranteed Party to enter into the Agreement and Plan of Merger, dated as of May 30, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among Foundation Holdings, Inc., a Delaware corporation ("Purchaser"), Foundation Merger Sub, Inc. ("Merger Sub") and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party with the Guaranteed Party surviving the merger as a wholly-owned subsidiary of Purchaser, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Guaranteed Party, the due and punctual observance, performance and discharge of 50% of the payment obligations of Purchaser to pay obligations under Section 7.2(c) of the Merger Agreement (such 50% of the payment obligations, the "Obligations"). In furtherance of the foregoing, the Guarantor acknowledges that its liability hereunder shall extend to the full amount of the Obligations, and that the Guaranteed Party may, in its sole discretion, bring and prosecute a separate action or actions against the Guarantor for the full amount of the Obligations, regardless of whether action is brought against Purchaser or whether Purchaser is joined in any such action. In no event shall the Obligations exceed eighty-two million five hundred thousand dollars (\$82,500,000.00).

2. **NATURE OF GUARANTEE**. The Guaranteed Party shall not be obligated to file any claim relating to the Obligations in the event that Purchaser or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to the Guaranteed Party in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, the Guarantor shall remain liable hereunder with respect to the Obligations as if such payment had not been made. This is an unconditional guarantee of payment and not of collectibility.

3. **CHANGES IN OBLIGATIONS, CERTAIN WAIVERS**. The Guarantor agrees that the Guaranteed Party may at any time and from time to time, without notice to or further consent of the Guarantor, extend the time of payment of any of the Obligations, and may also make any agreement with Purchaser, Merger Sub or with any other person interested in the transactions contemplated by the Merger Agreement, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Guaranteed Party and Purchaser, Merger Sub or any such other person without in any way impairing or affecting the Guarantor's obligations under this Limited Guarantee. The Guarantor agrees that the obligations of the Guarantor hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (a) the failure of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Purchaser, Merger Sub or any other person interested in the transactions contemplated by

the Merger Agreement; (b) any change in the time, place or manner of payment of the Obligations or any rescission, waiver, compromise, consolidation or other amendment or modification of any of the terms of the Merger Agreement or any other agreement evidencing, securing or otherwise executed by Purchaser, Merger Sub and the Guaranteed Party in connection with the Obligations; (c) the addition, substitution or release of any person interested in the transactions contemplated by the Merger Agreement; (d) any change in the corporate existence, structure or ownership of Purchaser, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (e) any insolvency, bankruptcy, reorganization or other similar proceeding affecting Purchaser, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement; (f) any lack of validity or enforceability of the Merger Agreement or any agreement or instrument relating thereto, other than by reason of fraud or willful misconduct by the Guaranteed Party; (g) the existence of any claim, set-off or other right which the Guarantor may have at any time against Purchaser, Merger Sub or the Guaranteed Party, whether in connection with the Obligations or otherwise; or (h) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Obligations. To the fullest extent permitted by law, the Guarantor hereby expressly waives any and all rights or defenses arising by reason of any law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantor waives promptness, diligence, notice of the acceptance of this Limited Guarantee and of the Obligations, presentment, demand for payment, notice of non-performance, default, dishonor and protest, notice of the incurrence of any Obligations and all other notices of any kind (except for notices to be provided to Purchaser and Weil, Gotshal & Manges LLP in accordance with Section 8.7 of the Merger Agreement), all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Purchaser, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement, and all suretyship defenses generally (other than fraud or willful misconduct by the Guaranteed Party or any of its Subsidiaries, defenses to the payment of the Obligations that are available to Purchaser or Merger Sub under the Merger Agreement or breach by the Guaranteed Party of this Limited Guarantee). The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by the Merger Agreement and that the waivers set forth in this Limited Guarantee are knowingly made in contemplation of such benefits.

The Guaranteed Party hereby covenants and agrees that it shall not institute, and shall cause its controlled affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby, against any Guarantor or Purchaser Affiliate (as hereinafter defined) except for claims against the Guarantor under this Limited Guarantee, and the Guarantor hereby covenants and agrees that it shall not institute, and shall cause its respective affiliates not to institute, any proceeding asserting that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law). The Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against Purchaser, Merger Sub or any other person interested in the transactions contemplated by the Merger Agreement that arise from the existence, payment, performance, or enforcement of the Guarantor's Obligations under or in respect of this Limited Guarantee or any other agreement in

connection therewith, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Guaranteed Party against Purchaser, Merger Sub or such other person, 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 Purchaser. Merger Sub or such other person, 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 Obligations and all other amounts payable under this Limited Guarantee shall have been paid in full in cash. If any amount shall be paid to the Guarantor in violation of the immediately preceding sentence at any time prior to the payment in full in cash of the Obligations and all other amounts payable under this Limited Guarantee, such amount shall be received and held in trust for the benefit of the Guaranteed Party, shall be segregated from other property and funds of the Guarantor and shall forthwith be paid or delivered to the Guaranteed Party in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Obligations and all other amounts payable under this Limited Guarantee, in accordance with the terms of the Merger Agreement, whether matured or unmatured, or to be held as collateral for any Obligations or other amounts payable under this Limited Guarantee thereafter arising. Notwithstanding anything to the contrary contained in this Limited Guarantee, the Guaranteed Party hereby agrees that to the extent Purchaser is relieved from its obligations under Section 7.2(c) of the Merger Agreement, the Guarantor shall be similarly relieved of its Obligations under this Limited Guarantee.

4. NO WAIVER; CUMULATIVE RIGHTS. No failure on the part of the Guaranteed Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Guaranteed Party of any right, remedy or power hereunder, under the Merger Agreement or otherwise, preclude any other or future exercise of any right, remedy or power hereunder. Each and every right, remedy and power hereby granted to the Guaranteed Party or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Guaranteed Party at any time or from time to time.

5. REPRESENTATIONS AND WARRANTIES. The Guarantor hereby represents and warrants that:

(a) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action and do not contravene any provision of the Guarantor's charter, partnership agreement, operating agreement or similar organizational documents, or any law, regulation, rule, decree, order, judgment or material contractual restriction binding on the Guarantor or its assets;

(b) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Limited Guarantee by the Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(c) this Limited Guarantee constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law); and

(d) the Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and all funds necessary for the Guarantor to fulfill its Obligations under this Limited Guarantee are and shall be available to the Guarantor for so long as this Limited Guarantee shall remain in effect in accordance with Section 8 hereof.

6. **NO ASSIGNMENT.** Neither the Guarantor nor the Guaranteed Party may assign its rights, interests or obligations hereunder to any other person (except by operation of law) without the prior written consent of the Guaranteed Party or the Guarantor, as the case may be; except that if a portion of Guarantor's commitment pursuant to the equity commitment letter by Guarantor to Purchaser dated as of the date hereof is assigned in accordance with the terms thereof, then a corresponding portion of its obligations hereunder may be assigned to the same assignee; provided that, in the case of an assignment by the Guarantor, any such assignee delivers a guarantee to the Guaranteed Party in a form identical to this Limited Guarantee and upon delivery of such guarantee (and subject to the prior written consent of the Guaranteed Party) the Guarantor effecting such assignment shall be relieved of such portion of its Obligations hereunder shall be reduced by a proportional amount.

7. **NOTICES.** All notices and other communications hereunder shall be in writing in the English language and shall be given (a) on the date of delivery if delivered personally, (b) on the first business day following the date of dispatch if delivered by a nationally recognized next-day courier service, (c) on the fifth business day following the date of mailing if delivered by registered or certified mail (postage prepaid, return receipt requested) or (d) if sent by facsimile transmission, when transmitted and receipt is confirmed. All notices to the Guarantor hereunder shall be delivered as set forth below or to such other address or facsimile number as the Guarantor shall have notified the Guaranteed Party in a written notice delivered to the Guaranteed Party in accordance with the Merger Agreement:

Fidelity National Financial, Inc.
4050 Calle Real, Suite 210
Santa Barbara, CA 93110
Attention: Michael L. Gravelle, Executive Vice President, Legal
Facsimile: (805) 696-7831

with a copy to:

Weil, Gotshal & Manges LLP
100 Federal Street, 34th Floor
Boston, MA 02110
Attention: James Westra
Steven Peck
Facsimile: (617) 772-8333

8. CONTINUING GUARANTEE. This Limited Guarantee shall remain in full force and effect and shall be binding on the Guarantor, its successors and assigns until all of the Obligations and all amounts payable under this Limited Guarantee have been indefeasibly paid, observed, performed or satisfied in full. Notwithstanding the foregoing, this Limited Guarantee shall terminate and the Guarantor shall have no further obligations under this Limited Guarantee as of the earlier of (i) the Closing (as defined in the Merger Agreement) and (ii) the first year anniversary of any termination of the Merger Agreement in accordance with its terms, except as to any claim for payment of any Obligation presented by the Guaranteed Party to Purchaser, Merger Sub or the Guarantor by such first anniversary. Notwithstanding the foregoing, in the event that the Guaranteed Party or any of its controlled affiliates asserts in any litigation or other proceeding that the Guarantor's liability is greater than the amount of the Obligations or the provisions of this Section 8 or Section 9 hereof are illegal, invalid or unenforceable in whole or in part, or asserting any theory of liability against the Guarantor or any Purchaser Affiliates (as hereinafter defined) with respect to the transactions contemplated by the Merger Agreement other than liability of the Guarantor under this Limited Guarantee, then (i) the obligations of the Guarantor under this Limited Guarantee shall terminate *ab initio* and be null and void, (ii) if the Guarantor has previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments, and (iii) neither the Guarantor nor any Purchaser Affiliate shall have any liability to the Guaranteed Party with respect to the transactions contemplated by the Merger Agreement or under this Limited Guarantee; provided, however, that if the Guarantor asserts in any litigation or other proceeding that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law), then, to the extent the Guaranteed Party prevails in such litigation or proceeding, the Guarantor shall pay on demand all reasonable fees and out of pocket expenses of the Guaranteed Party in connection with such litigation or proceeding.

9. NO RECOURSE. The Guaranteed Party acknowledges that Purchaser has no assets and that no additional funds are expected to be contributed to Purchaser unless and until the Closing occurs. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered contemporaneously herewith, and notwithstanding the fact that the Guarantor may be a partnership or limited liability company, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to, the Guarantor or the former, current or future stockholders, directors, officers, employees, agents, affiliates, members, managers, general or limited partners or assignees of the Guarantor or Purchaser or any former, current or future stockholder, director, officer, employee, general or limited partner, member, manager, affiliate, agent or assignee of any of the foregoing (collectively, but not including Purchaser, each a Purchaser Affiliate"), through Purchaser or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of Purchaser against any Purchaser Affiliate, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise, except for its rights to recover from the Guarantor (but not any

other Purchaser Affiliate (including any general partner or managing member)) under and to the extent provided in this Limited Guarantee and the limitations described herein. Recourse against the Guarantor under this Limited Guarantee shall be the sole and exclusive remedy of the Guaranteed Party and all of its affiliates against the Guarantor and the other Purchaser Affiliates in respect of any liabilities or obligations arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby. Nothing set forth in this Limited Guarantee shall affect or be construed to affect any liability of Purchaser or Merger Sub to the Guaranteed Party or shall confer or give or shall be construed to confer or give to any Person other than the Guaranteed Party (including any Person acting in a representative capacity) any rights or remedies against any Person other than the Guarantor as expressly set forth herein.

10. GOVERNING LAW. This Limited Guarantee shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any Action arising out of or relating to this Limited Guarantee may be brought in the federal and state courts located in the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such Action, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court and agrees not to bring any Action arising out of or relating to this Limited Guarantee or any transaction contemplated hereby in any other court. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LIMITED GUARANTEE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

12. COUNTERPARTS. This Limited Guarantee may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

13. ADDITIONAL AGREEMENT. Guarantor hereby further agrees, on behalf of itself and its Subsidiaries and controlled affiliates, that between the date hereof and the Effective Time, Guarantor shall not, and shall not permit any of its Subsidiaries or controlled affiliates to, enter into agreements providing for any acquisitions, mergers, consolidations, business combinations or similar transactions that would reasonably be expected to interfere in any material respect with the satisfaction of the closing conditions set forth in Section 6.1(c) of the Merger Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the Guarantor has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Brent B. Bickett
Name: Brent B. Bickett
Title: President

[FNF Limited Guarantee Signature Page]

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer thereunto duly authorized.

CERIDIAN CORPORATION

By: /s/ Kathryn V. Marinello

Name: Kathryn V. Marinello

Title: President & CEO

[FNF Limited Guarantee Signature Page]