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 EXHIBIT 10.2  
  
 FORM OF  
  
 AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is made and entered into as  
of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 1997, by and between FIDELITY NATIONAL FINANCIAL, INC., a  
Delaware corporation ("Parent") and the stockholder of Parent identified on the  
signature page hereto (the "Affiliate").  
  
 RECITALS:  
  
 A. Parent and Granite Financial, Inc., a Delaware corporation (the  
"Company") are parties to that certain Agreement and Plan of Merger, dated as of  
November 17, 1997 (the "Merger Agreement"), which provides for the acquisition  
of the Company by Parent by means of a merger (the "Merger") of a wholly-owned  
subsidiary of Parent ("Merger Sub") with and into the Company (unless otherwise  
defined herein as the context otherwise requires, capitalized terms shall have  
the respective meanings set forth in the Merger Agreement);  
  
 B. Affiliate is the record holder and beneficial owner (as defined in  
Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange  
Act")) of and has the right to vote and dispose of the number of shares of the  
outstanding capital stock of the Parent indicated on the signature page of this  
Agreement (the "Parent Shares"); and  
  
 C. Affiliate understands that, since the Merger will be accounted for  
using the "pooling of interests" method the Parent Shares may only be disposed  
of in conformity with the limitations described herein.  
  
 NOW, THEREFORE, for good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, and intending to be legally bound  
hereby, the parties agree as follows:  
  
 1. Agreement to Retain Shares.  
  
 1.1 Transfer and Encumbrance. Affiliate agrees not to transfer,  
sell, exchange, pledge or otherwise dispose of or encumber the Parent Shares or  
any New Shares (as defined in Section 1.2 below) or to make any offer or  
agreement relating thereto, at any time prior to the Expiration Date. As used  
herein, the term "Expiration Date" shall mean the date Parent shall have  
publicly released a report including the combined financial results of Parent  
and the Company for a period of at least 30 days of combined operations of  
Parent and the Company.  
  
 1.2 New Shares. Affiliate agrees that any shares of capital stock  
of Parent that Affiliate purchases or with respect to which Affiliate otherwise  
acquires beneficial ownership after the date of this Agreement and prior to the  
Expiration Date ("New Shares") shall be subject to the terms and conditions of  
this Agreement to the same extent as if they constituted Parent Shares.  
  
 2. Tax Treatment; Rule 145. Affiliate understands and agrees that it is  
intended that the Merger will be treated as a "reorganization" for federal  
income tax purposes.  
  
 3. Termination. This Agreement shall be terminated and shall be of no  
further force and effect upon the termination of the Merger Agreement in  
accordance with the terms thereof.  
  
  
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 4. Counterparts. This Agreement shall be executed in one or more  
counterparts, each of which shall be deemed an original, and all of which  
together shall constitute one instrument.  
  
 5. Binding Agreement. This Agreement will inure to the benefit of and be  
binding upon and enforceable against the parties and their successors and  
assigns, including administrators, executors, representatives, heirs, legatees  
and devisees of Affiliate and pledgees holding Restricted Securities as  
collateral.  
  
 6. Waiver. No waiver by any party hereto of any condition or of any  
breach of any provision of this Agreement shall be effective unless in writing  
and signed by each party hereto.  
  
 7. Governing Law. This Agreement shall be governed by and construed,  
interpreted and enforced in accordance with the laws of the State of Delaware.  
  
 8. Attorneys' Fees. In the event of any legal actions or proceeding to  
enforce of interpret the provisions hereof, the prevailing party shall be  
entitled to reasonable attorney's fees, whether or not the proceeding results in  
a final judgment.  
  
 9. Effect of Headings. The Section headings herein are for convenience  
only and shall not affect the construction or interpretation of this Agreement.  
  
 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly  
executed on the day and year first above written.  
  
  
  
 FIDELITY NATIONAL FINANCIAL, INC.  
  
  
 By:  
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 Name:  
 Title:  
  
  
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 Name of Affiliate:  
 Affiliate's Address for Notice:  
  
 Company Shares beneficially owned:  
 Shares of Common Stock:  
 Shares subject to:  
 Options:  
 Warrants:  
 Other Rights:  
  
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