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 EXHIBIT 10.1  
  
 AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is made and entered into as  
of \_\_\_\_\_\_\_\_\_\_ \_\_\_, 1998, by and between FIDELITY NATIONAL FINANCIAL, INC., a  
Delaware corporation ("Parent") and the shareholder of ALAMO TITLE HOLDING  
COMPANY, a Texas corporation (the "Company"), identified on the signature page  
hereto (the "Affiliate").  
  
 RECITALS:  
  
 A. Parent and the Company are parties to that certain Agreement and Plan  
of Merger, dated as of May \_\_\_, 1998 (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 Company indicated on the signature page of this  
Agreement (the "Company Shares"), which shares will be converted, upon the  
Effective Time of the Merger, into the right to receive shares of Parent Common  
Stock (the "Parent Shares"); and  
  
 C. Affiliate understands that, since the Merger will be accounted for  
using the "pooling of interests" method and the Affiliate is or may be an  
"affiliate" of the Company (within the meaning of Rule 145 under the Securities  
Act of 1933, as amended (the "Securities Act"), the Parent Shares received in  
the Merger 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 Company Shares,  
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 the Company or 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 Section 1.1 of this Agreement to the same extent as  
if they constituted Company Shares or Parent Shares.  
  
  
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 2. Rule 145. Affiliate understands and agrees that Affiliate may be  
deemed to be an "affiliate" of the Company within the meaning of Rule 145  
promulgated by the Securities and Exchange Commission (the "SEC") under the  
Securities Act, although nothing contained herein should be construed as an  
admission of such fact or as a waiver of any right of Affiliate to object to any  
claim that he, she or it is an affiliate on or after the date hereof.  
  
 3. Reliance Upon Representations, Warranties and Covenants. Affiliate  
has been informed that the treatment of the Merger as a reorganization for  
federal income tax purposes requires that a sufficient number of shareholders of  
the Company maintain a meaningful continuing equity ownership interest in Parent  
after the Merger. Affiliate understands that the representations, warranties and  
covenants of Affiliate set forth herein will be relied upon by Parent, the  
Company and their respective counsel and accounting firms.  
  
 4. Representations, Warranties and Covenants of Affiliate. Affiliate  
represents, warrants and covenants as follows:  
  
 (a) Affiliate has full power and authority to execute this  
Agreement, to make the representations, warranties and covenants herein  
contained and to perform Affiliate's obligations hereunder.  
  
 (b) Set forth below the Affiliate's signature below is the  
number of Company Shares owned by Affiliate, including all Company Shares as to  
which Affiliate has sole or shared voting or investment power and all rights,  
options and warrants to acquire the shares of capital stock of the Company owned  
or held by Affiliate.  
  
 (c) Affiliate will not sell, transfer, exchange, pledge or  
otherwise dispose of, or make any offer or agreement relating to any of the  
foregoing with respect to, any Parent Shares that Affiliate may acquire in  
connection with the Merger, or any securities that may be paid as a dividend or  
otherwise distributed thereon or with respect thereto or issued or delivered in  
exchange or substitution therefor (all such shares and other securities of  
Parent are sometimes collectively referred to as "Restricted Securities"), or  
any option, right or other interest with respect to any Restricted Securities,  
unless: (i) such transaction is permitted pursuant to Rule 145(c) and 145(d)  
under the Securities Act; (ii) if reasonably requested by Parent, counsel  
representing Affiliate, which counsel is reasonably satisfactory to Parent,  
shall have advised Parent in a written opinion letter satisfactory to Parent and  
Parent's legal counsel, and upon which Parent and its legal counsel may rely,  
that no registration under the Securities Act would be required in connection  
with the proposed sale, transfer or other disposition; (iii) a registration  
statement under the Securities Act covering the Parent Shares proposed to be  
sold, transferred or otherwise disposed of, describing the manner and terms of  
the proposed sale, transfer or other dispositions, and containing a current  
prospectus, shall have been filed with the SEC and made effective under the  
Securities Act; or (iv) an authorized representative of the SEC shall have  
rendered written advice to Affiliate (sought by Affiliate or counsel to  
Affiliate, with a copy thereof and all other related communications delivered to  
Parent) to the effect that the SEC would take no action, or that the staff of  
the SEC would not recommend that the SEC take any action, with respect to the  
proposed disposition if consummated.  
  
 5. Rules 144 and 145. From and after the Effective Time of the Merger  
and for so long as is necessary in order to permit Affiliate to sell the Parent  
Shares held by Affiliate pursuant to Rule 145 and, to the extent applicable,  
Rule 144 under the Securities Act, Parent will use its reasonable efforts to  
file on a timely basis all reports required to be filed by it pursuant to  
Section 13 of the Securities Exchange Act of 1934, as amended, referred to in  
paragraph (c)(1) of Rule 144 under the Securities Act, in order to permit  
Affiliate to sell the Parent Shares held by it pursuant to the terms and  
conditions of Rule 145 and the applicable provisions of Rule 144.  
  
  
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 6. Legends. Affiliate also understands and agrees that stop transfer  
instructions will be given to Parent's transfer agent with respect to  
certificates evidencing the Restricted Securities and that there will be placed  
on the certificate evidencing the Restricted Securities legends stating in  
substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED,  
 SOLD, PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF  
 EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT  
 OF 1933, AS AMENDED, AND THE OTHER CONDITIONS SPECIFIED IN THAT  
 CERTAIN AFFILIATE AGREEMENT DATED AS OF \_\_\_\_\_\_\_\_\_\_ \_\_, 1998  
 BETWEEN THE ISSUER AND THE STOCKHOLDER, A COPY OF WHICH AFFILIATE  
 AGREEMENT MAY BE INSPECTED BY THE HOLDER OF THIS CERTIFICATE AT  
 THE PRINCIPAL OFFICES OF THE ISSUER."  
  
 After the Expiration Date, Parent agrees to remove the above legend, and  
replace such legend with the following legend:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE OFFERED,  
 SOLD, PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF  
 EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES ACT  
 OF 1933, AS AMENDED."  
  
 Parent agrees to remove promptly such stop transfer instructions and  
legend (i) upon full compliance with this Agreement by the undersigned,  
including, without limitation, a sale or transfer of Parent Shares permitted  
under Section 4(c) above, or (ii) if Parent shall have received an opinion of  
counsel, in form and substance reasonably satisfactory to Parent, or a  
"no-action letter" obtained by the undersigned from the staff of the Commission,  
to the effect that the restrictions imposed by Rule 145 under the Securities Act  
no longer apply to the Affiliate.  
  
 7. 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.  
  
 8. 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.  
  
 9. 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.  
  
 10. 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.  
  
 11. Governing Law. This Agreement shall be governed by and construed,  
interpreted and enforced in accordance with the laws of the State of Delaware.  
  
 12. 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.  
  
  
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 13. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 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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