

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2021

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
Commission File Number 1-38300

CANNAE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

82-1273460

(I.R.S. Employer
Identification Number)

1701 Village Center Circle, Las Vegas, Nevada

(Address of principal executive offices)

89134

(Zip Code)

(702) 323-7330

(Registrant's telephone number, including area code)

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

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Canna Common Stock, \$0.0001 par value	CNNE	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes NO

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer Accelerated filer Non-accelerated filer Smaller reporting company 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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES NO

As of July 31, 2021 there were 88,926,857 shares of the Registrant's common stock outstanding.

FORM 10-Q
QUARTERLY REPORT
Quarter Ended June 30, 2021
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Part I: FINANCIAL INFORMATION**Item 1. Condensed Consolidated Financial Statements**

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

(In millions)
(Unaudited)

	June 30, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 271.2	\$ 724.7
Fixed maturity securities available for sale, at fair value	—	35.2
Other current assets	40.9	84.3
Assets held for sale - see Note J	104.4	—
Total current assets	416.5	844.2
Equity securities, at fair value	1,169.1	1,799.1
Investments in unconsolidated affiliates	1,988.7	1,453.0
Lease assets	178.1	202.3
Property and equipment, net	102.5	145.8
Other intangible assets, net	28.6	51.8
Goodwill	53.4	53.4
Other long term investments and non-current assets	502.7	63.8
Total assets	\$ 4,439.6	\$ 4,613.4
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable and other accrued liabilities, current	\$ 161.0	\$ 93.2
Lease liabilities, current	23.5	26.2
Income taxes payable	48.9	47.4
Deferred revenue	15.6	23.9
Notes payable, current	26.8	11.3
Liabilities held for sale - see Note J	43.1	—
Total current liabilities	318.9	202.0
Lease liabilities, long term	171.2	195.6
Deferred tax liability	243.3	325.3
Notes payable, long term	24.7	52.2
Accounts payable and other accrued liabilities, long term	48.0	53.1
Total liabilities	806.1	828.2
Commitments and contingencies - see Note G		
Equity:		
Cannae common stock, 0.0001 par value; authorized 115,000,000 shares as of June 30, 2021 and December 31, 2020; outstanding of 89,126,857 and 91,651,257 shares as of June 30, 2021 and December 31, 2020, respectively, and issued of 92,395,733 and 92,391,965 shares as of June 30, 2021 and December 31, 2020, respectively	—	—
Preferred stock, 0.0001 par value; authorized 10,000,000 shares; issued and outstanding, none as of June 30, 2021 and December 31, 2020	—	—
Retained earnings	1,873.1	1,929.8
Additional paid-in capital	1,880.8	1,875.8
Less: Treasury stock, 3,268,876 and 740,708 shares as of June 30, 2021 and December 31, 2020, respectively, at cost	(110.8)	(21.1)
Accumulated other comprehensive loss	(15.8)	(4.9)
Total Cannae shareholders' equity	3,627.3	3,779.6
Noncontrolling interests	6.2	5.6
Total equity	3,633.5	3,785.2
Total liabilities and equity	\$ 4,439.6	\$ 4,613.4

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share data)
(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Revenues:				
Restaurant revenue	\$ 189.9	\$ 99.4	\$ 357.2	\$ 269.3
Other operating revenue	12.5	3.2	17.1	6.3
Total operating revenues	202.4	102.6	374.3	275.6
Operating expenses:				
Cost of restaurant revenue	160.3	100.8	308.0	253.9
Personnel costs	24.4	23.3	36.4	52.5
Depreciation and amortization	6.4	7.3	14.3	15.7
Other operating expenses	47.5	16.9	87.8	44.8
Goodwill impairment	—	—	—	7.7
Total operating expenses	238.6	148.3	446.5	374.6
Operating loss	(36.2)	(45.7)	(72.2)	(99.0)
Other income (expense):				
Interest, investment and other income	0.5	8.3	1.4	10.5
Interest expense	(2.5)	(1.0)	(4.6)	(4.8)
Recognized gains (losses), net	274.0	578.1	(38.5)	1,493.2
Total other income (expense)	272.0	585.4	(41.7)	1,498.9
Earnings (loss) before income taxes and equity in (losses) earnings of unconsolidated affiliates	235.8	539.7	(113.9)	1,399.9
Income tax expense (benefit)	49.3	131.1	(12.7)	300.5
Earnings (loss) before equity in (losses) earnings of unconsolidated affiliates	186.5	408.6	(101.2)	1,099.4
Equity in (losses) earnings of unconsolidated affiliates	(8.8)	57.5	45.1	4.8
Net earnings (loss)	177.7	466.1	(56.1)	1,104.2
Less: Net earnings (loss) attributable to non-controlling interests	1.3	(9.2)	0.6	(18.8)
Net earnings (loss) attributable to Cannae Holdings, Inc. common shareholders	<u>\$ 176.4</u>	<u>\$ 475.3</u>	<u>\$ (56.7)</u>	<u>\$ 1,123.0</u>
Earnings per share				
<i>Basic</i>				
Net earnings (loss) per share	<u>\$ 1.94</u>	<u>\$ 5.88</u>	<u>\$ (0.62)</u>	<u>\$ 14.06</u>
<i>Diluted</i>				
Net earnings (loss) per share	<u>\$ 1.94</u>	<u>\$ 5.87</u>	<u>\$ (0.62)</u>	<u>\$ 14.00</u>
<i>Weighted Average Shares Outstanding</i>				
Weighted average shares outstanding Cannae Holdings common stock, basic basis	<u>90.7</u>	<u>80.8</u>	<u>91.1</u>	<u>79.9</u>
Weighted average shares outstanding Cannae Holdings common stock, diluted basis	<u>90.8</u>	<u>81.0</u>	<u>91.2</u>	<u>80.2</u>

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE EARNINGS (LOSS)
(In millions)
(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Net earnings (loss)	\$ 177.7	\$ 466.1	\$ (56.1)	\$ 1,104.2
Other comprehensive (loss) earnings, net of tax:				
Unrealized gain on investments and other financial instruments, net (excluding investments in unconsolidated affiliates) (1)	—	5.9	0.5	11.2
Unrealized gains (losses) of investments in unconsolidated affiliates (2)	1.9	(2.5)	(2.7)	(6.4)
Reclassification adjustments for unrealized gains and losses on investments and other financial instruments, net of tax, (excluding investments in unconsolidated affiliates) included in net earnings (3)	(10.9)	—	(10.9)	—
Reclassification adjustments for unrealized gains and losses of unconsolidated affiliates, net of tax, included in net earnings (4)	1.9	—	2.2	44.3
Other comprehensive (loss) earnings	(7.1)	3.4	(10.9)	49.1
Comprehensive earnings (loss)	170.6	469.5	(67.0)	1,153.3
Less: Comprehensive earnings (loss) attributable to noncontrolling interests	1.3	(9.2)	0.6	(18.8)
Comprehensive earnings (loss) attributable to Cannae Holdings, Inc. common shareholders	<u>\$ 169.3</u>	<u>\$ 478.7</u>	<u>\$ (67.6)</u>	<u>\$ 1,172.1</u>

Net of income tax expense of \$1.6 million for the three months ended June 30, 2020, and \$0.1 million and \$3.0 million for the six months ended June 30, 2021 and 2020, respectively.

Net of income tax expense (benefit) of \$0.5 million and \$(0.7) million for the three months ended June 30, 2021 and 2020, respectively, and \$(0.7) million and \$(1.7) million for the six months ended June 30, 2021 and 2020, respectively.

Net of income tax benefit of \$2.9 million for the three and six months ended June 30, 2021.

Net of income tax expense of \$0.5 million for the three months ended June 30, 2021, and \$0.6 million and \$11.8 million for the six months ended June 30, 2021 and 2020, respectively.

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(In millions)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comp (Loss) Earnings	Treasury Stock		Non- controlling Interests	Total Equity
	Shares	\$				Shares	\$		
Balance, March 31, 2020	79.7	\$ —	\$ 1,406.1	\$ 791.3	\$ (0.2)	0.6	\$ (16.7)	\$ 24.5	\$ 2,205.0
Equity offering, net of offering costs	12.7	—	455.0	—	—	—	—	—	455.0
Other comprehensive earnings — unrealized gain on investments and other financial instruments, net of tax	—	—	—	—	5.9	—	—	—	5.9
Other comprehensive earnings — unrealized losses of investments in unconsolidated affiliates, net of tax	—	—	—	—	(2.5)	—	—	—	(2.5)
Sale of noncontrolling interest in consolidated subsidiary	—	—	—	—	—	—	—	0.6	0.6
Treasury stock repurchases	—	—	—	—	—	0.1	(3.6)	—	(3.6)
Stock-based compensation, consolidated subsidiaries	—	—	1.1	—	—	—	—	—	1.1
Contribution of CSA services from FNF	—	—	0.3	—	—	—	—	—	0.3
Stock-based compensation, unconsolidated affiliates	—	—	5.9	—	—	—	—	—	5.9
Net earnings (loss)	—	—	—	475.3	—	—	—	(9.2)	466.1
Balance, June 30, 2020	<u>92.4</u>	<u>\$ —</u>	<u>\$ 1,868.4</u>	<u>\$ 1,266.6</u>	<u>\$ 3.2</u>	<u>0.7</u>	<u>\$ (20.3)</u>	<u>\$ 15.9</u>	<u>\$ 3,133.8</u>
Balance, March 31, 2021	92.4	\$ —	\$ 1,878.3	\$ 1,696.7	\$ (8.7)	0.7	\$ (21.1)	\$ 5.1	\$ 3,550.3
Other comprehensive earnings — unrealized losses of investments in unconsolidated affiliates, net of tax	—	—	—	—	1.9	—	—	—	1.9
Reclassification adjustments for unrealized gains and losses on investments and other financial instruments, net of tax, (excluding investments in unconsolidated affiliates) included in net earnings	—	—	—	—	(10.9)	—	—	—	(10.9)
Reclassification adjustments for unrealized gains and losses on unconsolidated affiliates, net of tax, included in net loss	—	—	—	—	1.9	—	—	—	1.9
Treasury stock repurchases	—	—	—	—	—	2.5	(89.7)	—	(89.7)
Stock-based compensation, consolidated subsidiaries	—	—	0.6	—	—	—	—	—	0.6
Stock-based compensation, unconsolidated affiliates	—	—	1.9	—	—	—	—	—	1.9
Subsidiary dividends paid to noncontrolling interests	—	—	—	—	—	—	—	(0.2)	(0.2)
Net earnings	—	—	—	176.4	—	—	—	1.3	177.7
Balance, June 30, 2021	<u>92.4</u>	<u>\$ —</u>	<u>\$ 1,880.8</u>	<u>\$ 1,873.1</u>	<u>\$ (15.8)</u>	<u>3.2</u>	<u>\$ (110.8)</u>	<u>\$ 6.2</u>	<u>\$ 3,633.5</u>

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY- CONTINUED
(In millions)
(Unaudited)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comp (Loss) Earnings	Treasury Stock		Non- controlling Interests	Total Equity
	Shares	\$				Shares	\$		
Balance, December 31, 2019	79.7	\$ —	\$ 1,396.7	\$ 143.6	\$ (45.9)	0.2	\$ (5.9)	\$ 41.3	\$ 1,529.8
Equity offering, net of offering costs	12.7	—	455.0	—	—	—	—	—	455.0
Other comprehensive earnings — unrealized gain on investments and other financial instruments, net of tax	—	—	—	—	11.2	—	—	—	11.2
Other comprehensive earnings — unrealized losses of investments in unconsolidated affiliates, net of tax	—	—	—	—	(6.4)	—	—	—	(6.4)
Reclassification adjustments for unrealized gains and losses on investments and other financial instruments, net of tax, (excluding investments in unconsolidated affiliates) included in net earnings	—	—	—	—	44.3	—	—	—	44.3
Restaurant Group reorganization and deconsolidation of Legendary Baking and VIBSQ	—	—	5.2	—	—	—	—	(10.3)	(5.1)
Sale of noncontrolling interest in consolidated subsidiary	—	—	—	—	—	—	—	3.7	3.7
Treasury stock repurchases	—	—	—	—	—	0.5	(14.4)	—	(14.4)
Stock-based compensation, consolidated subsidiaries	—	—	2.2	—	—	—	—	—	2.2
Contribution of CSA services from FNF	—	—	0.7	—	—	—	—	—	0.7
Stock-based compensation, unconsolidated affiliates	—	—	8.6	—	—	—	—	—	8.6
Net earnings (loss)	—	—	—	1,123.0	—	—	—	(18.8)	1,104.2
Balance, June 30, 2020	92.4	\$ —	\$ 1,868.4	\$ 1,266.6	\$ 3.2	0.7	\$ (20.3)	\$ 15.9	\$ 3,133.8
Balance, December 31, 2020	92.4	\$ —	\$ 1,875.8	\$ 1,929.8	\$ (4.9)	0.7	\$ (21.1)	\$ 5.6	\$ 3,785.2
Other comprehensive earnings — unrealized gain on investments and other financial instruments, net of tax	—	—	—	—	0.5	—	—	—	0.5
Other comprehensive earnings — unrealized losses of investments in unconsolidated affiliates, net of tax	—	—	—	—	(2.7)	—	—	—	(2.7)
Reclassification adjustments for unrealized gains and losses on investments and other financial instruments, net of tax, (excluding investments in unconsolidated affiliates) included in net earnings	—	—	—	—	(10.9)	—	—	—	(10.9)
Reclassification adjustments for unrealized gains and losses on unconsolidated affiliates, net of tax, included in net loss	—	—	—	—	2.2	—	—	—	2.2
Treasury stock repurchases	—	—	—	—	—	2.5	(89.7)	—	(89.7)
Stock-based compensation, consolidated subsidiaries	—	—	1.3	—	—	—	—	—	1.3
Stock-based compensation, unconsolidated affiliates	—	—	3.7	—	—	—	—	—	3.7
Subsidiary dividends paid to noncontrolling interests	—	—	—	—	—	—	—	—	—
Net (loss) earnings	—	—	—	(56.7)	—	—	—	0.6	(56.1)
Balance, June 30, 2021	92.4	\$ —	\$ 1,880.8	\$ 1,873.1	\$ (15.8)	3.2	\$ (110.8)	\$ 6.2	\$ 3,633.5

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six months ended June 30,	
	2021	2020
Cash flows from operating activities:		
Net (loss) earnings	\$ (56.1)	\$ 1,104.2
Adjustments to reconcile net (loss) earnings to net cash used in operating activities:		
Depreciation and amortization	14.3	15.7
Equity in earnings of unconsolidated affiliates	(45.1)	(4.8)
Distributions from investments in unconsolidated affiliates	5.1	0.5
Recognized losses (gains) and asset impairments, net	38.5	(1,481.3)
Lease asset amortization	10.6	11.7
Stock-based compensation cost	1.3	2.2
Changes in assets and liabilities, net of effects from acquisitions:		
Net decrease (increase) in other assets	31.3	(23.9)
Net decrease in lease liabilities	(12.7)	(15.4)
Net increase in accounts payable, accrued liabilities, deferred revenue and other liabilities	23.7	9.6
Net change in income taxes	(78.1)	300.2
Net cash used in operating activities	(67.2)	(81.3)
Cash flows from investing activities:		
Proceeds from sale of investment securities and investments in unconsolidated affiliates	2.5	—
Proceeds from partial sale of Ceridian shares	175.0	522.0
Proceeds from partial sale of D&B shares	186.0	—
Additions to property and equipment and other intangible assets	(4.9)	(16.2)
Collections of notes receivable	1.6	—
Additions to notes receivable	(12.5)	(15.7)
Proceeds from sales of property and equipment	10.3	—
Investments in Paysafe, net of subscription fees	(494.4)	—
Funding of Alight Subscription Agreement and FTAC FPA - see Note A	(400.0)	—
Purchase of warrants of Austerlitz II	(29.6)	—
Additional investments in unconsolidated affiliates	(38.4)	(306.8)
Cash proceeds from settlement of fixed maturity securities and equity in Colt	38.7	—
Cash deconsolidated through the Blue Ribbon Reorganization	—	(1.1)
Distributions from investments in unconsolidated affiliates	281.1	0.5
Net purchases of short-term investment securities	—	(99.4)
Net other investing activities	2.6	—
Net cash (used in) provided by investing activities	(282.0)	83.3
Cash flows from financing activities:		
Borrowings	6.7	35.0
Debt service payments	(19.0)	(92.3)
Subsidiary distributions paid to noncontrolling interest shareholders	0.1	3.7
Proceeds from equity offering, net of offering costs	—	455.0
Treasury stock repurchases	(88.0)	(14.4)
Net cash (used in) provided by financing activities	(100.2)	387.0
Net (decrease) increase in cash and cash equivalents	(449.4)	389.0
Cash and cash equivalents classified as held for sale - see Note J	(4.1)	—
Cash and cash equivalents at beginning of period	724.7	533.7
Cash and cash equivalents at end of period	\$ 271.2	\$ 922.7

See Notes to Condensed Consolidated Financial Statements

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note A — Basis of Financial Statements

The following describes the significant accounting policies of Cannae Holdings, Inc. and its subsidiaries (collectively, “we,” “us,” “our,” “Cannae,” “CNNE,” or the “Company”), which have been followed in preparing the accompanying Condensed Consolidated Financial Statements.

Description of the Business

We are engaged in actively managing and operating a group of companies and investments, as well as making additional majority and minority equity portfolio investments in businesses, in order to achieve superior financial performance and maximize the value of these assets. Our primary investments as of June 30, 2021 include our minority ownership interests in Dun & Bradstreet Holdings, Inc. (“Dun & Bradstreet” or “D&B”), Ceridian HCM Holding, Inc. (“Ceridian”), Paysafe Limited (“Paysafe”), Alight, Inc. (“Alight”), Optimal Blue Holdco, LLC (“Optimal Blue”), AmeriLife Group, LLC (“AmeriLife”) and QOMPLX, Inc. (“QOMPLX”); majority equity ownership stakes in O’Charley’s Holdings, LLC (“O’Charley’s”) and 99 Restaurants Holdings, LLC (“99 Restaurants”); and various other controlled portfolio companies and minority equity investments.

See Note H for further discussion of the businesses comprising our reportable segments.

We conduct our business through our wholly-owned subsidiary Cannae Holdings, LLC (“Cannae LLC”), a Delaware limited liability company. Our board of directors (“Board”) oversees the management of the Company, Cannae LLC and its businesses, and the performance of our external manager, Trasimene Capital Management, LLC (“Trasimene” or our “Manager”).

Principles of Consolidation and Basis of Presentation

The accompanying Condensed Consolidated Financial Statements are prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) and the instructions to Form 10-Q and Article 10 of Regulation S-X and include the historical accounts as well as wholly-owned and majority-owned subsidiaries of the Company. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. All adjustments made were of a normal, recurring nature. This report should be read in conjunction with our Annual Report on Form 10-K (our “Annual Report”) for the year ended December 31, 2020.

All intercompany profits, transactions and balances have been eliminated. Our investments in non-majority-owned partnerships and affiliates are accounted for using the equity method. Earnings attributable to noncontrolling interests are recorded on the Condensed Consolidated Statements of Operations relating to majority-owned subsidiaries with the appropriate noncontrolling interest that represents the portion of equity not related to our ownership interest recorded on the Condensed Consolidated Balance Sheets in each period.

Management Estimates

The preparation of these Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Condensed Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management include the fair value measurements (Note C). Actual results may differ from estimates.

Recent Developments*Ceridian*

On May 20, 2021, we completed the sale of an aggregate of 2.0 million shares of common stock of Ceridian to brokers (the “Ceridian Share Sale”) pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (“Rule 144”). In connection with the Ceridian Share Sale, we received aggregate proceeds of \$175.0 million. As a result of the Ceridian Share Sale, we now own 12 million shares of Ceridian, which represents approximately 8.0% of its outstanding common stock as of June 30, 2021. Refer to Notes C and D for further discussion of our accounting for our investment in Ceridian and other equity securities.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Dun & Bradstreet

On January 8, 2021, D&B completed its acquisition of Bisnode Business Information Group AB (the "Bisnode Acquisition"). In connection with the Bisnode Acquisition, D&B issued an additional 6.2 million shares of its common stock, which resulted in a decrease in our ownership interest in D&B from approximately 18.1% to approximately 17.7% and we recorded a gain of \$18.6 million in the six months ended June 30, 2021.

On June 28, 2021, we completed the sale of an aggregate of 8.5 million shares of common stock of D&B to a broker (the "D&B Share Sale") pursuant to Rule 144. In connection with the D&B Share Sale, we received aggregate proceeds of \$186.0 million and recorded a gain of \$111.1 million. As a result of the D&B Share Sale, we now own 68.1 million shares of D&B, which represents approximately 15.8% of its outstanding common stock as of June 30, 2021. Refer to Notes C and D for further discussion of our accounting for our investment in D&B.

Alight

On January 25, 2021, Foley Trasimene Acquisition Corp. ("FTAC") entered into a business combination agreement with predecessor of Alight, a leading cloud-based provider of integrated digital human capital and business solutions, as amended and restated April 29, 2021, by and among FTAC, Alight and other parties thereto (the "FTAC Alight Business Combination"). Also on January 25, 2021, Cannae entered into an agreement to purchase 25 million shares of Alight for \$250.0 million as part of the private investment in public equity ("PIPE") raised in conjunction with the FTAC Alight Business Combination (the "Alight Subscription Agreement").

During the quarter ended June 30, 2021, Cannae funded the following investments in Alight: (a) \$250.0 million pursuant to the Alight Subscription Agreement, (b) \$150.0 million pursuant to a previously announced forward purchase agreement with FTAC (the "FTAC FPA") and (c) \$52.4 million for the purchase of 5.2 million shares of FTAC on the open market (the "Purchased Shares"). Subsequent to June 30, 2021, we sold 1.0 million of the Purchased Shares for aggregate proceeds of \$10.3 million.

As of June 30, 2021, our investments receivable pursuant to the Alight Subscription Agreement and FTAC FPA are included in Other long term investments and non-current assets and the Purchased Shares are included with our investment in the sponsor of FTAC in Investments in unconsolidated affiliates on our Condensed Consolidated Balance Sheet.

On July 2, 2021, FTAC completed the FTAC Alight Business Combination in accordance with the relevant business combination agreement. As a result, all outstanding shares of common stock of FTAC were converted into shares of Class A common stock of Alight and we received 40 million shares of class A common stock Alight pursuant to the Alight Subscription Agreement and FTAC FPA. We also received an additional 1.5 million shares of class A common stock of Alight from the sponsor of FTAC. The newly combined company operates as Alight and is traded on the New York Stock Exchange ("NYSE") under the symbol ALIT.

As of July 2, 2021, Cannae, directly and indirectly through our 29% interest in one of the sponsors of FTAC, owns 50.4 million shares of Class A common stock of Alight which represents approximately 9.6% of the outstanding common equity of Alight and 8.0 million warrants to purchase one share of Alight class A common stock at \$11.50 per share. We received a fee of \$7.1 million on July 2, 2021 as consideration for our subscription and deal syndication.

Paysafe

On March 30, 2021, Foley Trasimene Acquisition Corp. II ("FTAC II") completed its previously announced merger with Paysafe Limited ("Paysafe"), a leading integrated payments platform (the "FTAC II Paysafe Merger"), in accordance with the agreement and plan of merger dated December 7, 2020. The newly combined company operates as Paysafe and is traded on the NYSE under the symbol PSFE. The FTAC II Paysafe Merger was funded with the cash held in trust at FTAC II, forward purchase commitments, PIPE commitments and equity of Paysafe.

In conjunction with the FTAC II Paysafe Merger, Cannae funded its previously announced investments in Paysafe of (a) \$350 million as part of our subscription to the PIPE and (b) \$150 million as part of our forward purchase agreement with FTAC II entered into on July 31, 2020. For Cannae's total investment in Paysafe of \$504.7 million, inclusive of our previous investment in the sponsor of FTAC II, Cannae received 54,294,395 common shares and 8,134,067 warrants of Paysafe (the "Paysafe Warrants"). As of June 30, 2021, Cannae, directly and indirectly through our 15% interest in the sponsor of FTAC II, holds approximately 7.5% of the outstanding common equity of Paysafe. In connection with the investment in the PIPE, Paysafe paid Cannae a fee of \$5.6 million as described in the agreement and plan of merger dated December 7, 2020, which was deducted from the basis of our investment.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

We account for our investment in common equity of Paysafe as an equity method investment and the Paysafe Warrants as a derivative. See Note C and D for further discussion of our accounting for our investment in common equity and warrants of Paysafe.

Forward Purchases of Equity of Special Purpose Acquisition Companies

On February 25, 2021, we entered into a forward purchase agreement (the "Austerlitz I FPA") with Austerlitz Acquisition Corp. I ("Austerlitz I"), a special purpose acquisition company ("SPAC") whose business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or entities (the "Austerlitz I Initial Business Combination"). Austerlitz I is co-sponsored by entities affiliated with the chairman of our Board of Directors ("Board"), William P. Foley II. Additionally, Cannae invested \$1.6 million in the sponsor of Austerlitz I for a 10% indirect economic interest in the founder shares and warrants held by the sponsor. The Austerlitz I FPA was contingent upon the closing of the Austerlitz I Initial Business Combination.

On May 10, 2021, Austerlitz I entered into a Business Combination Agreement (the "WIL Business Combination Agreement") by and among Austerlitz I, Wave Merger Sub Limited, an exempted company incorporated in Bermuda and a direct, wholly owned subsidiary of Austerlitz I ("Merger Sub"), and Wynn Interactive Ltd., an exempted company incorporated in Bermuda ("WIL"). The WIL Business Combination Agreement provides for, among other things, the consummation of certain transactions whereby WIL will become a wholly owned subsidiary of Austerlitz I (the "Austerlitz I-WIL Business Combination").

In connection with the signing of the WIL Business Combination Agreement, we and Austerlitz I agreed to terminate the Austerlitz I FPA, and we entered into a backstop facility agreement (the "WIL Backstop Agreement") whereby we agreed, subject to the other terms and conditions included therein, to subscribe for Austerlitz I Class A Ordinary Shares in order to fund redemptions by shareholders of Austerlitz I in connection with the Austerlitz I-WIL Business Combination, in an amount of up to \$690.0 million (the "WIL Backstop Subscription"), in consideration for a placement fee of \$3.5 million.

On February 25, 2021, we entered into a forward purchase agreement (the "Austerlitz II FPA" and together with the FTAC FPA, the "Forward Purchase Agreements") with Austerlitz Acquisition Corp. II ("Austerlitz II"), a SPAC whose business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or entities (the "Austerlitz II Initial Business Combination"). Austerlitz II is co-sponsored by entities affiliated with William P. Foley II. Under the Austerlitz II FPA, we agreed to purchase an aggregate of 12,500,000 shares of Austerlitz II's Class A common stock, plus an aggregate of 3,125,000 redeemable warrants to purchase one share of Austerlitz II's Class A common stock at \$11.50 per share for an aggregate purchase price of \$125.0 million in a private placement to occur concurrently with the closing of the Austerlitz II Initial Business Combination. Additionally, Cannae directly invested \$29.6 million for a 20% indirect economic interest in the founder shares held by the sponsor and a direct interest in 19,733,333 private placement warrants of Austerlitz II (the "Austerlitz II Warrants") at the initial public offering. The Austerlitz II FPA is contingent upon the closing of the Austerlitz II Initial Business Combination.

On June 5, 2020, we entered into a forward purchase agreement (the "Trebia FPA") with Trebia Acquisition Corp. ("Trebia"), a SPAC incorporated as a Cayman Islands exempted company for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities (the "Trebia Initial Business Combination"). Trebia is co-sponsored by entities affiliated with the chairman and a member of our Board, William P. Foley II and Frank R. Martire, respectively.

On June 28, 2021, Trebia entered into a Business Combination Agreement by and among Trebia, S1 Holdco LLC, a Delaware limited liability company ("S1 Holdco"), System1 SS Protect Holdings, Inc., a Delaware corporation ("Protected"), and the other parties named therein (the "Trebia S1 Business Combination Agreement"). The Trebia S1 Business Combination Agreement provides for, among other things, the consummation of certain transactions whereby each of (i) System1, LLC, a Delaware limited liability company and the current operating subsidiary of S1 Holdco, and (ii) Protected.net Group Limited, a private limited company organized under the laws of the United Kingdom and the current operating subsidiary of Protected, will become subsidiaries of Trebia (the "Trebia S1 Business Combination").

In connection with the signing of the Trebia S1 Business Combination Agreement, we and Trebia agreed to terminate the Trebia FPA, and we entered into a backstop facility agreement (the "S1 Backstop Agreement" and together with the WIL Backstop Agreement, the "Backstop Agreements") whereby we agreed, subject to the other terms and conditions included therein, to subscribe for Trebia Class A Common Stock in order to fund redemptions by shareholders of Trebia in connection with the Business Combination, in an amount of up to \$200.0 million (the "S1 Backstop Subscription"). In connection with Cannae's entry into the S1 Backstop Agreement, the sponsors of Trebia have agreed to forfeit up to 1,275,510 Trebia Class B Ordinary Shares (and Trebia has agreed to issue to Cannae a number of shares of Trebia Class A Common Stock equal to such forfeiture) as consideration in the event that the S1 Backstop Subscription is drawn due to redemptions.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Refer to Note C and E for further discussion of our accounting for the Forward Purchase Agreements, the Austerlitz II Warrants and the Backstop Agreements.

QOMPLX

On March 1, 2021, Tailwind Acquisition Corp. ("Tailwind") entered into a business combination agreement to merge with QOMPLX (the "Tailwind QOMPLX Merger"). Completion of the Tailwind QOMPLX Merger is expected to occur in 2021, subject to approval by Tailwind's stockholders and the satisfaction or waiver of other customary closing conditions identified in the business combination agreement entered into by QOMPLX and Tailwind Acquisition Corp. The meeting to vote on the proposals described in Tailwind's definitive proxy statement, filed with the Securities and Exchange Commission (the "SEC") on June 25, 2021, relating to the Tailwind QOMPLX Merger is now scheduled to be held on August 17, 2021.

In conjunction with the Tailwind QOMPLX Merger, Cannae entered into an agreement to purchase 4.6 million shares of common stock of the combined company for \$37.5 million as part of a subscription to the PIPE (the "Tailwind Subscription Agreement" and together with the Alight Subscription Agreement, the "Subscription Agreements"). Additionally, in March 2021, Cannae funded a convertible note to QOMPLX for \$12.5 million that matures on March 3, 2022 (the "QOMPLX Note"). The principal and accrued interest on the QOMPLX Note is expected to convert into common shares of the combined company at a price of \$10 per common share upon consummation of the Tailwind QOMPLX Merger.

See Note C for further discussion of our accounting for the Tailwind Subscription Agreement as of June 30, 2021.

Restaurant Group

In the six months ended June 30, 2021, we commenced a plan to sell or dispose of Legendary Baking Holdings I, LLC ("Legendary Baking") and VIBSQ Holdco, LLC ("VIBSQ") and their subsidiaries (the "Restaurant Dispositions"). We currently own 100% of Legendary Baking and VIBSQ.

On June 24, 2021, we entered into a membership purchase agreement for the sale of VIBSQ and its subsidiaries for \$13.5 million. On July 30, 2021, we closed on the sale of VIBSQ.

See Note J for further discussion.

Other Developments

On March 1, 2021, we announced that our Board authorized a three-year stock repurchase program, effective February 26, 2021, under which the Company may repurchase up to 10 million shares of its common stock. Purchases may be made from time to time in the open market at prevailing prices or in privately negotiated transactions through February 26, 2024. The repurchase program does not obligate the Company to acquire any specific number of shares and may be suspended or terminated at any time. We repurchased 2,528,168 shares of CNNE common stock during the six months ended June 30, 2021 for approximately \$89.7 million in the aggregate, or an average of \$35.49 per share. Subsequent to June 30, 2021, we repurchased an additional 200,000 shares of CNNE common stock for approximately \$6.7 million in the aggregate, or an average of \$33.74 per share.

On March 31, 2021, we closed on a \$32.0 million investment in Sightline Payments LLC ("Sightline"), a fintech company that enables cashless, mobile and omni-channel payment solutions for the gaming, lottery, sports betting, entertainment and hospitality businesses. The investment represented 5.1% of the outstanding membership interests in Sightline at the time of the transaction and is accounted for using the equity method. See Note C and D for further discussion of the Company's accounting for investments in unconsolidated affiliates.

During the six months ended June 30, 2021, we received distributions of \$280.6 million from our joint venture (the "Senator JV") with affiliates of Senator Investment Group, LP. We have no further material ownership interest in the Senator JV.

On May 21, 2021, Ceska zbrojovka Group SE ("CZG") acquired 100% of the outstanding equity of Colt Holdings, LLC ("Colt"). In conjunction with the transaction, we received \$37.3 million for our holdings of Colt corporate debt securities, including accrued interest thereon, \$1.4 million for our equity in Colt and expect to receive \$0.4 million of cash and \$3.6 million of CZG equity securities for our holdings of Colt equity in October 2021. We recorded a gain of \$20.3 million on the transaction, inclusive of \$10.9 million (net of \$2.9 million of deferred taxes) of gains reclassified from other comprehensive earnings. We have the opportunity to receive additional equity securities of CZG contingent on future operating results of Colt. Subsequent to the transaction, we have no further ownership interest in Colt debt or equity securities.

In the quarter ended June 30, 2021, we commenced a plan to sell Rock Creek Idaho Holdings, LLC ("RC", the "RC Disposition" and together with the Restaurant Dispositions, the "Dispositions"). We expect to consummate the sale of RC in fiscal year 2021. See Note J for further discussion of our accounting for RC.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Related Party Transactions

During the six months ended June 30, 2021 and 2020, we incurred \$15.7 million and \$8.6 million, respectively, of management fee expenses payable to our Manager, and in the three and six months ended June 30, 2021, we incurred \$20.3 million and \$37.4 million of carried interest expense related to monetization of the Company's investments, which are recorded in Other operating expenses on our Condensed Consolidated Statement of Operations.

Earnings Per Share

Basic earnings per share, as presented on the Condensed Consolidated Statement of Operations, is computed by dividing net earnings available to common shareholders by the weighted average number of common shares outstanding during the period.

In periods when earnings are positive, diluted earnings per share is calculated by dividing net earnings available to common shareholders by the weighted average number of common shares outstanding plus the impact of assumed conversions of potentially dilutive securities. For periods when we recognize a net loss, diluted loss per share is equal to basic loss per share as the impact of assumed conversions of potentially dilutive securities is considered to be antidilutive. We have granted certain shares of restricted stock that have been treated as common share equivalents for purposes of calculating diluted earnings per share for periods in which positive earnings have been reported.

Instruments that provide the ability to purchase shares of our common stock that are antidilutive are excluded from the computation of diluted earnings per share. For the three and six months ended June 30, 2021 and 2020, there were no antidilutive shares of restricted stock outstanding that were excluded from the calculation of diluted earnings per share.

Income Tax

Our effective tax rate was 20.9% and 24.3% in the three months ended June 30, 2021 and 2020, respectively, and 11.2% and 21.5% in the six months ended June 30, 2021 and 2020, respectively. The decrease in the effective tax rate in both the three and six-month periods ended June 30, 2021 compared to the corresponding prior year periods was primarily attributable to the varying impact of equity in earnings (losses) of unconsolidated affiliates on earnings (loss) before taxes.

We have a Deferred tax liability of \$243.3 million as of June 30, 2021 and of \$325.3 million as of December 31, 2020. The \$82.0 million change in deferred taxes in the six months ended June 30, 2021 is primarily attributable to the tax impact of the recognized gains or losses on the change in fair value of Ceridian and the Forward Purchase Agreements, partially offset by the tax impact of equity in earnings of unconsolidated affiliates.

Restricted Cash

Our Restaurant Group is required to hold cash collateralizing its outstanding letters of credit. Included in Cash and cash equivalents on our Condensed Consolidated Balance Sheets as of June 30, 2021 and December 31, 2020 is \$12.9 million and \$12.5 million, respectively, of such restricted cash.

Distributions from Unconsolidated Affiliates

We classify distributions received from unconsolidated affiliates in our Condensed Consolidated Statements of Cash Flows using the cumulative earnings approach. Under the cumulative earnings approach, distributions are considered returns on investment and classified as cash inflows from operating activities unless the Company's cumulative distributions from an investee received in prior periods exceed the cumulative equity in earnings of such investee. When cumulative distributions from an investee exceed cumulative equity in earnings of the investee, such excess is considered a return of investment and is classified as a cash inflow from investing activities.

Recent Accounting Pronouncements

We have completed our evaluation of the recently issued accounting pronouncements and we did not identify any that are expected to, if currently adopted, have a material impact on our Condensed Consolidated Financial Statements.

Immaterial Out-of-Period Correction

In connection with the preparation of our Condensed Consolidated Financial Statements for the quarter ended June 30, 2021, we recorded out-of-period adjustments pertaining to our valuation of the Alight Subscription Agreement and Tailwind Subscription Agreement and resulting recognized gain. We also recorded out-of-period adjustments pertaining to our valuation of the portion of our investment in Paysafe indirectly held through our investment in the sponsor of FTAC II and resulting equity in earnings of unconsolidated affiliates in the three months ended June 30, 2021. All of these out-of-period adjustments related to amounts that should have been recorded in the three months ended March 31, 2021.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

The out-of-period adjustments had the following effect on our results of operations and financial condition as of and for the three months ended June 30, 2021:

- i. an increase in Recognized gains (losses), net of \$13.2 million,
- ii. an increase in Equity in (losses) earnings of unconsolidated affiliates of \$6.9 million,
- iii. an increase in Income tax expense (benefit) of \$4.2 million,
- iv. an increase in Net earnings (loss) attributable to Cannae Holdings, Inc. common shareholders of \$15.9 million, and
- v. an increase in Net earnings (loss) per share of \$0.17

The Company has evaluated these out-of-period adjustments and has concluded that the amounts are not material in relation to the estimated full year results for the year ending December 31, 2021 or the trend of earnings.

Note B — Revenue Recognition

Disaggregation of Revenue

Our revenue consists of:

Revenue Stream	Segment	Three months ended June 30,		Six months ended June 30,	
		2021	2020	2021	2020
		Total Revenue			
		(in millions)			
Restaurant revenue:					
Restaurant sales	Restaurant Group	\$ 180.5	\$ 99.3	\$ 338.6	\$ 266.3
Bakery sales	Restaurant Group	8.4	—	16.6	2.2
Franchise and other	Restaurant Group	1.0	0.1	2.0	0.8
Total restaurant revenue		189.9	99.4	357.2	269.3
Other operating revenue:					
Real estate and resort	Corporate and other	11.5	3.0	15.6	5.8
Other	Corporate and other	1.0	0.2	1.5	0.5
Total other operating revenue		12.5	3.2	17.1	6.3
Total operating revenues		\$ 202.4	\$ 102.6	\$ 374.3	\$ 275.6

Restaurant revenue consists of restaurant sales, bakery sales, and, to a lesser extent, franchise revenue and other revenue. Restaurant sales include food and beverage sales and gift card breakage, are net of applicable state and local sales taxes and discounts, and are recognized at a point in time as services are performed and goods are provided.

Revenue from bakery operations is recognized at a point in time in the period during which the products are shipped and control transfers to the customer.

Franchise revenue and other revenue consist of development fees and royalties on sales by franchised units. Initial franchise fees are recognized as income upon commencement of the franchise operation and completion of all material services and conditions by the Company. Royalties are calculated as a percentage of the franchisee sales and recognized in the period in which the sales are generated. Revenue resulting from the sale of gift cards is recognized in the period in which the gift card is redeemed and is recorded as deferred revenue until recognized.

Other operating revenue consists of income generated by our resort operations, which includes sales of real estate, lodging rentals, food and beverage sales, and other income from various resort services offered. Revenue is recognized upon closing of the sale of real estate or once goods and services have been provided and billed to the customer.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Contract Balances

The following table provides information about trade receivables and deferred revenue:

	June 30, 2021	December 31, 2020
	(In millions)	
Trade receivables, net	\$ 6.3	\$ 17.
Deferred revenue (contract liabilities)	15.6	23.

Deferred revenue is recorded primarily for restaurant gift card sales. The unrecognized portion of such revenue is recorded as Deferred revenue in the Condensed Consolidated Balance Sheets. Revenue of \$5.3 million and \$9.4 million, respectively, was recognized in the three and six months ended June 30, 2021 that was included in Deferred revenue at the beginning of the period. Revenue of \$3.4 million and \$13.9 million, respectively, was recognized in the three and six months ended June 30, 2020 that was included in Deferred revenue at the beginning of the period.

There was no impairment related to contract balances.

Note C — Fair Value Measurements

The fair value hierarchy established by the accounting standards on fair value measurements includes three levels, which are based on the priority of the inputs to the valuation technique. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument. Financial assets and liabilities that are recorded in the Consolidated Balance Sheets are categorized based on the inputs to the valuation techniques as follows:

Level 1. Financial assets and liabilities whose values are based on unadjusted quoted prices for identical assets or liabilities in an active market that we have the ability to access.

Level 2. Financial assets and liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3. Financial assets and liabilities whose values are based on model inputs that are unobservable.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Recurring Fair Value Measurements

The following table presents our fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2021 and December 31, 2020, respectively:

	June 30, 2021			
	Level 1	Level 2	Level 3	Total
	(In millions)			
Assets:				
Equity securities:				
Ceridian	\$ 1,151.0	\$ —	\$ —	\$ 1,151.0
Forward Purchase Agreements	—	—	8.1	8.1
Subscription Agreements	—	—	7.9	7.9
Other	2.1	—	—	2.1
Total equity securities	1,153.1	—	16.0	1,169.1
Other noncurrent assets:				
Backstop Agreements	—	10.0	—	10.0
Paysafe Warrants	17.9	—	—	17.9
Austerlitz II Warrants	—	—	24.7	24.7
Total other noncurrent assets	17.9	10.0	24.7	52.6
Total Assets	\$ 1,171.0	\$ 10.0	\$ 40.7	\$ 1,221.7
Liabilities:				
Other accrued liabilities, current	\$ —	\$ 3.6	\$ —	\$ 3.6
Total Liabilities	\$ —	\$ 3.6	\$ —	\$ 3.6

	December 31, 2020			
	Level 1	Level 2	Level 3	Total
	(In millions)			
Fixed-maturity securities available for sale:				
Corporate debt securities	\$ —	\$ —	\$ 35.2	\$ 35.2
Equity securities:				
Ceridian	1,491.8	—	—	1,491.8
Forward Purchase Agreements (as defined in Annual Report)	—	—	136.1	136.1
Paysafe Subscription Agreement	—	—	169.6	169.6
Other	1.6	—	—	1.6
Total equity securities	\$ 1,493.4	\$ —	\$ 305.7	\$ 1,799.1
Total assets	\$ 1,493.4	\$ —	\$ 340.9	\$ 1,834.3

Fixed Maturity Securities

Our Level 3 fair value measurement for our fixed maturity securities available for sale are provided by a single third-party pricing service. Depending on security specific characteristics, either an income or a contingent claims approach was utilized in determining fair value of our Level 3 fixed-maturity securities available for sale. Discount rates are the primary unobservable inputs utilized for the securities valued using an income approach. The discount rates used are based on company-specific risk premiums, public company comparable securities, and leveraged loan indices. As discussed in Note A, as a result of the disposition of our Colt securities, we no longer have any Level 3 fixed-maturity securities available for sale as of June 30, 2021.

Equity Securities

The Forward Purchase Agreements and Subscription Agreements are accounted for at fair value pursuant to Accounting Standards Codification ("ASC") Topic 321 *Investment - Equity Securities*. We utilized a Monte Carlo Simulation in determining

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

the fair value of these agreements, which is considered to be a Level 3 fair value measurement. The Monte Carlo Simulation model simulates the current security price to a simulated date for the consummation of the underlying initial business combination based on probabilities of consummation. The values of the agreements are then calculated as the difference between the future simulated price and the fixed purchase prices for the underlying securities to be purchased pursuant to the Forward Purchase Agreements and the Subscription Agreements. The primary unobservable input utilized in determining the fair value of the Forward Purchase Agreements and Subscription Agreements is the probability of consummation of the business combinations of each underlying transaction. The probabilities assigned to the consummation of the Austerlitz II Initial Business Combination was 90% and the probability assigned to the consummation of the FTAC Alight Business Combination and the Tailwind QOMPLX Merger was 95%. Determination of such probabilities is based on a hybrid approach of both observed success rates of business combinations for SPACs and the sponsors of FTAC and Austerlitz II's track record for consummating similar transactions. The announced FTAC Alight Merger and Tailwind QOMPLX Merger were also considered in our determination of the probabilities. Based on the total fair value of the Forward Purchase Agreements and Subscription Agreements as of June 30, 2021, changes in the probabilities utilized will not result in a change in fair value that is significant or material to the Company's financial position or results of operations.

Austerlitz II Warrants

The Austerlitz II Warrants are accounted for at fair value pursuant to ASC Topic 815 *Derivatives and Hedging*. We utilized a modified Black-Scholes option pricing formula in determining the fair value of the Austerlitz II Warrants, which is considered to be a Level 3 fair value measurement. The value is calculated based on the price of the underlying class A common stock of Austerlitz II. The primary unobservable inputs utilized in determining the fair value of the warrants is the 90% probability of success assigned to the consummation of the Austerlitz II Initial Business Combination (further discussed above).

Backstop Agreements

The Backstop Agreements are considered written options and accounted for at fair value. We utilized a Black-Scholes option pricing formula in determining the fair value of the Backstop Agreements, which is considered to be a Level 2 fair value measurement. The value is calculated based on the common stock price of Austerlitz I and Trebia, the amount of time the Backstop Agreements are expected to be outstanding, risk free rates and the volatility of the underlying common stock of Austerlitz I and Trebia.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

The following table presents a summary of the changes in the fair values of Level 3 assets and liabilities, measured on a recurring basis, for the three and six months ended June 30, 2021 and 2020 (in millions).

	Three months ended June 30, 2021				
	Corporate debt securities	Forward Purchase Agreements	Subscription Agreements	Austerlitz II Warrants	Total
Fair value, beginning of period	\$ 35.8	\$ 13.9	\$ 0.7	\$ 36.1	\$ 86.5
Recognized gain on settlement (1)	1.5	—	—	—	1.5
Net valuation loss included in earnings (1)	—	(5.8)	7.2	(11.4)	(10.0)
Settlement of corporate debt securities	(37.3)	—	—	—	(37.3)
Fair value, end of period	\$ —	\$ 8.1	\$ 7.9	\$ 24.7	\$ 40.7

	Three months ended June 30, 2020				
	Corporate debt securities	Forward Purchase Agreements	Subscription Agreements	Austerlitz II Warrants	Total
Fair value, beginning of period	—	—	\$ 26.1	\$ —	\$ 26.1
Net valuation gain included in earnings (1)	—	—	—	12.5	12.5
Net valuation gain included in other comprehensive earnings (2)	—	—	7.8	—	7.8
Fair value, end of period	—	—	\$ 33.9	\$ 12.5	\$ 46.4

	Six Months Ended June 30, 2021				
	Corporate debt securities	Forward Purchase Agreements	Subscription Agreements	Austerlitz II Warrants	Total
Fair value, beginning of period	\$ 35.2	\$ 136.1	\$ 169.6	\$ —	\$ 340.9
Recognized gain on settlement (1)	1.5	—	—	—	1.5
Valuation (loss) gain included in earnings (1)	—	(27.4)	16.8	(4.9)	(15.5)
Classification to equity method investment in Paysafe and Paysafe Warrants	—	(100.6)	(178.5)	—	(279.1)
Settlement of Austerlitz II Warrants	—	—	—	29.6	29.6
Valuation gain included in other comprehensive earnings (2)	0.6	—	—	—	0.6
Settlement of corporate debt securities	(37.3)	—	—	—	(37.3)
Fair value, end of period	\$ —	\$ 8.1	\$ 7.9	\$ 4.7	\$ 40.7

	Six months ended June 30, 2020				
	Corporate debt securities	Forward Purchase Agreements	Subscription Agreements	Austerlitz II Warrants	Total
Fair value, beginning of period	—	—	\$ 9.2	\$ —	\$ 9.2
Valuation gain included in earnings (1)	—	—	—	12.5	12.5
Valuation gain included in other comprehensive earnings (2)	—	—	14.7	—	14.7
Fair value, end of period	—	—	\$ 3.9	\$ 2.5	\$ 6.4

(1) Included in Recognized gains and (losses), net on the Condensed Consolidated Statements of Operations

(2) Included in Unrealized gain on investments and other financial instruments, net (excluding investments in unconsolidated affiliates) on the Condensed Consolidated Statements of Comprehensive (Loss) Earnings

Transfers into or out of the Level 3 fair value category occur when unobservable inputs become more or less significant to the fair value measurement or upon a change in valuation technique. There were no transfers between Level 2 and Level 3 in the six months ended June 30, 2021 and 2020.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

All of the unrealized gain on investments and other financial instruments, net (excluding investments in unconsolidated affiliates) on our Condensed Consolidated Statements of Comprehensive (Loss) Earnings for the three and six months ended June 30, 2021 and 2020 relate to fixed maturity securities considered Level 3 fair value measures.

Additional information regarding the fair value of our investment portfolio is included in Note D.

The carrying amounts of trade receivables and notes receivable approximate fair value due to their short-term nature. The fair value of our notes payable is included in Note F.

Note D — Investments

Equity Securities

Gains on equity securities included in Recognized gains and losses, net on the Condensed Consolidated Statements of Operations consisted of the following for the three and six months ended June 30, 2021 and 2020 (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Net gains (losses) recognized during the period on equity securities	\$ 148.3	\$ 578.9	\$ (169.3)	\$ 1,263
Less: net gains (losses) recognized during the period on equity securities sold or transferred during the period	6.5	53.0	(21.8)	180
Unrealized gains (losses) recognized during the reporting period on equity securities still held at the reporting date	\$ 141.8	\$ 525.9	\$ (147.5)	\$ 1,083

Investments in Unconsolidated Affiliates

Investments in unconsolidated affiliates recorded using the equity method of accounting as of June 30, 2021 and December 31, 2020 consisted of the following (in millions):

	Ownership at June 30, 2021	June 30, 2021	December 31, 2020
Dun & Bradstreet	15.8 %	\$ 580.0	\$ 653.2
Paysafe (1)	7.5 %	823.0	—
Optimal Blue	20.0 %	272.5	279.8
AmeriLife	19.8 %	114.3	121.1
Other	various	198.9	398.9
Total		\$ 1,988.7	\$ 1,453.0

(1) Represents the Company's direct and indirect interest in Paysafe.

Equity in (losses) earnings of unconsolidated affiliates for the three and six months ended June 30, 2021 and 2020 consisted of the following (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Dun & Bradstreet	\$ (9.2)	\$ (55.5)	\$ (15.6)	\$ (45.4)
Ceridian (1)	—	—	—	1.5
Optimal Blue	(4.2)	—	(8.2)	—
Senator JV	—	138.1	(1.2)	79.3
AmeriLife	(1.1)	(3.5)	(7.0)	(3.5)
Other	5.7	(21.6)	77.1	(27.1)
Total	\$ (8.8)	\$ 57.5	\$ 45.1	\$ 4.8

(1) The amount for the six months ended June 30, 2020 represents the Company's equity in earnings of Ceridian in the three months ended March 31, 2020 prior to the change in accounting for the investment beginning March 31, 2020.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Dun & Bradstreet

Based on quoted market prices, the aggregate value of our ownership of Dun & Bradstreet common stock was \$1.5 billion as of June 30, 2021.

As of June 30, 2021, we hold less than 20% of the outstanding common equity of Dun & Bradstreet but continue to account for our investment under the equity method because we continue to exert significant influence: (a) through our 15.8% ownership, (b) because certain of our senior management and directors serve on D&B's board of directors, and (c) because we are party to an agreement with other of its equity sponsors, which collectively own greater than 50% of the outstanding voting equity of Dun & Bradstreet, pursuant to which we have agreed to collectively vote together on all matters related to the election of directors to the Dun & Bradstreet board of directors for a period of three years.

Effective January 1, 2021, D&B made a change in accounting principle related to removal of lag accounting for its international operations that they believe to be preferable. The change in accounting policy was applied retrospectively by D&B. The impact of this change in accounting principle did not have a material impact to our results of operations or financial condition and was applied to our current period accounting for our investment in D&B.

Summarized financial information for Dun & Bradstreet for the relevant dates and time periods included in Investments in unconsolidated affiliates and Equity in earnings (losses) of unconsolidated affiliates in our Condensed Consolidated Balance Sheets and Statements of Operations, respectively, is presented below. Financial information for the three and six months ended June 30, 2020 represents that of Star Parent, L.P. ("Star Parent"), the former parent of D&B through which the Company was invested prior to D&B's initial public offering in July 2020.

	June 30, 2021	December 31, 2020
	(In millions)	
Total current assets	\$ 624.2	\$ 874.4
Goodwill and other intangible assets, net	8,378.4	7,672.7
Other assets	857.8	673.2
Total assets	<u>\$ 9,860.4</u>	<u>\$ 9,220.3</u>
Current liabilities	\$ 972.9	\$ 828.1
Long-term debt	3,545.8	3,255.8
Other non-current liabilities	1,693.1	1,552.5
Total liabilities	6,211.8	5,636.4
Total equity	3,648.6	3,583.9
Total liabilities and equity	<u>\$ 9,860.4</u>	<u>\$ 9,220.3</u>

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
	(In millions)			
Total revenues	\$ 520.9	\$ 418.7	\$ 1,025.4	\$ 814.4
Loss before income taxes	(8.5)	(203.0)	(42.2)	(203.6)
Net loss	(50.8)	(174.7)	(74.1)	(100.4)
Dividends attributable to preferred equity and noncontrolling interest expense	(0.9)	(33.3)	(2.6)	(65.7)
Net loss attributable to Dun & Bradstreet	(51.7)	(208.0)	(76.7)	(166.1)

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Optimal Blue

On September 15, 2020, we closed on our \$289.0 million investment in Optimal Blue. Summarized financial information for Optimal Blue for the relevant dates and time periods included in Investments in unconsolidated affiliates and Equity in earnings (losses) of unconsolidated affiliates in our Condensed Consolidated Balance Sheets and Statements of Operations, respectively, is presented below.

	June 30, 2021	December 31, 2020
	(In millions)	
Total current assets	\$ 56.6	\$ 38.0
Goodwill and other intangible assets, net	1,773.7	1,831.3
Other assets	101.5	100.1
Total assets	<u>\$ 1,931.8</u>	<u>\$ 1,969.4</u>
Current liabilities	\$ 33.9	\$ 28.9
Long-term debt	493.5	493.0
Other non-current liabilities	97.7	105.0
Total liabilities	<u>625.1</u>	<u>626.9</u>
Redeemable member's interest	578.0	578.0
Additional paid-in capital	817.4	813.0
Retained deficit	(88.7)	(48.5)
Total redeemable member's interest and equity	<u>1,306.7</u>	<u>1,342.5</u>
Total liabilities, redeemable member's interest and equity	<u>\$ 1,931.8</u>	<u>\$ 1,969.4</u>

	Three Months Ended June 30, 2021	Six Months Ended June 30, 2021
	(In millions)	
Total revenues	\$ 44.3	\$ 85.9
Operating loss	(13.9)	(31.1)
Net loss	(18.7)	(40.2)

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Paysafe

On March 30, 2021, we closed on our investment in Paysafe. We account for our investment in Paysafe as an equity method investment.

Based on quoted market prices, the aggregate value of our direct and indirect ownership of Paysafe common stock was \$654.5 million as of June 30, 2021.

As of June 30, 2021, we hold less than 20% of the outstanding common equity of Paysafe but we account for our investment under the equity method because we continue to exert significant influence: (a) through our 7.5% direct and indirect ownership, (b) because certain of our senior management and directors serve on Paysafe's board of directors, including the chairman of our Board, William P. Foley II, who is also the chairman of Paysafe's board of directors, and (c) because we are party to an agreement with other of its equity investors pursuant to which we have the ability to appoint or be consulted on the election of the majority of the total directors of Paysafe.

As of June 30, 2021, there is a \$567.8 million difference between the amount of our recorded direct investment in Paysafe and the amount of the Company's ratable portion of the underlying equity in net assets of Paysafe. We are currently evaluating the accounting treatment of such difference.

We report our equity in earnings or loss of Paysafe on a three-month lag. Because of the timing of the closing of the transaction and our lag reporting for Paysafe, there is no equity in earnings or loss of Paysafe included in the Company's results of operations for the three and six months ended June 30, 2021. Summarized balance sheet information for Paysafe for the relevant dates and time periods included in Investments in unconsolidated affiliates in our Condensed Consolidated Balance Sheets is presented below.

	March 31, 2021
	(In millions)
Total current assets	\$ 1,978.0
Goodwill and other intangible assets, net	4,929.0
Other assets	70.5
Total assets	<u>\$ 6,977.5</u>
Current liabilities	\$ 1,757.0
Long-term debt	2,052.6
Other liabilities	425.2
Total liabilities	<u>4,234.8</u>
Total equity	<u>2,742.7</u>
Total liabilities and equity	<u>\$ 6,977.5</u>

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

AmeriLife

On March 18, 2020, we closed on our \$125.0 million investment in the AmeriLife Joint Venture. We account for our investment in AmeriLife as an equity method investment and report our equity in earnings or loss of AmeriLife on a three-month lag. Accordingly, our net earnings for the three and six months ended June 30, 2021 includes our equity in AmeriLife's losses for the three and six months ended March 31, 2021 and our net earnings for the three and six months ended June 30, 2020 include our equity in AmeriLife's losses for the period from March 18, 2020 through March 31, 2020. Summarized financial information for AmeriLife for the relevant dates and time periods included in Investments in unconsolidated affiliates and Equity in earnings (losses) of unconsolidated affiliates in our Condensed Consolidated Balance Sheets and Statements of Operations, respectively, is presented below.

	March 31, 2021	September 30, 2020
(In millions)		
Total current assets	\$ 132.0	\$ 108.5
Goodwill and other intangible assets, net	1,593.9	1,370.4
Other assets	23.4	16.4
Total assets	<u>\$ 1,749.3</u>	<u>\$ 1,495.3</u>
Current liabilities	\$ 79.3	\$ 53.1
Long-term debt	798.0	645.2
Other non-current liabilities	27.1	14.7
Total liabilities	904.4	713.0
Members' equity	577.8	607.4
Noncontrolling interest - nonredeemable	267.1	174.9
Total member's equity	844.9	782.3
Total liabilities and members' equity	<u>\$ 1,749.3</u>	<u>\$ 1,495.3</u>

	Three Months Ended March 31, 2021	Period from March 18, 2020 to March 31, 2020	Six Months Ended March 31, 2021
(In millions)			
Total revenues	\$ 149.3	\$ 14.7	\$ 280.3
Operating income (loss)	26.6	(16.1)	24.2
Net income (loss)	14.2	(16.9)	0.5
Income attributable to noncontrolling interests	19.8	0.4	30.9
Net loss attributable to AmeriLife	(5.6)	(17.3)	(30.4)

Fixed Maturity Securities

As discussed in Note A, we received the full payment for the Colt corporate debt securities and as of June 30, 2021, we held no fixed maturity securities. The carrying amounts and fair values of our available for sale fixed maturity securities at December 31, 2020 are as follows:

	December 31, 2020				
	Carrying Value	Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value
(In millions)					
Fixed maturity securities available for sale:					
Corporate debt securities	\$ 35.2	\$ 22.0	\$ 13.2	\$ —	\$ 35.2
Total	<u>\$ 35.2</u>	<u>\$ 22.0</u>	<u>\$ 13.2</u>	<u>\$ —</u>	<u>\$ 35.2</u>

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

The cost basis of fixed maturity securities available for sale includes an adjustment for amortized premium or discount and other-than-temporary impairment recognized in earnings since the date of purchase. During the six months ended June 30, 2021 and 2020, we incurred no other-than-temporary impairment charges relating to corporate debt securities.

Equity Security Investments Without Readily Determinable Fair Values

We account for our investment in preferred equity of QOMPLX at cost less impairment, if any, plus or minus changes resulting from observable price changes in orderly market transactions. As of June 30, 2021, we have \$30.0 million recorded for our investment in the equity of QOMPLX, which is included in Other long term investments and noncurrent assets on our Condensed Consolidated Balance Sheet. We have not recorded any upward or downward adjustments to our investment in QOMPLX.

Note E — Variable Interest Entities

The Company, in the normal course of business, engages in certain activities that involve variable interest entities ("VIEs"), which are legal entities in which a group of equity investors individually lack any of the characteristics of a controlling interest. The primary beneficiary of a VIE is generally the enterprise that has both the power to direct the activities most significant to the economic performance of the VIE and the obligation to absorb losses or receive benefits that could potentially be significant to the VIE. The Company evaluates its interest in certain entities to determine if these entities meet the definition of a VIE and whether the Company is the primary beneficiary and should consolidate the entity based on the variable interests it held both at inception and when there is a change in circumstances that requires a reconsideration. If the Company is determined to be the primary beneficiary of a VIE, it must account for the VIE as a consolidated subsidiary. If the Company is determined not to be the primary beneficiary of a VIE but holds a variable interest in the entity, such variable interests are accounted for under accounting standards as deemed appropriate. As of and for the periods ended June 30, 2021 and December 31, 2020, we are not the primary beneficiary of any VIEs.

Unconsolidated VIEs

The table below summarizes select information related to variable interests held by the Company as of June 30, 2021 and December 31, 2020, of which we are not the primary beneficiary:

	June 30, 2021		December 31, 2020	
	Total Assets	Maximum Exposure	Total Assets	Maximum Exposure
	(in millions)			
Investments in unconsolidated affiliates	\$ 146.1	\$ 146.1	\$ 299.7	\$ 299.7
Paysafe PIPE subscription	—	—	169.6	169.6
Forward Purchase Agreements	8.1	8.1	136.1	136.1
Backstop Agreements	10.0	10.0	—	—

Investments in Unconsolidated Affiliates

As of June 30, 2021, we held variable interests in certain unconsolidated affiliates, which are primarily comprised of our investments in the sponsors of FTAC, Trebia, Austerlitz I and Austerlitz II and funds that hold minority ownership interests primarily in healthcare-related entities. Cannae does not have the power to direct the activities that most significantly impact the economic performance of these unconsolidated affiliates; therefore, we are not the primary beneficiary.

The principal risk to which these investments and funds are exposed is the credit risk of the underlying investees. We do not provide any implicit or explicit liquidity guarantees or principal value guarantees to these VIEs. The assets are included in Investments in unconsolidated affiliates on the Condensed Consolidated Balance Sheets and accounted for under the equity method of accounting.

See Note D for further discussion of our accounting for investments in unconsolidated affiliates.

Forward Purchase, Subscription and Backstop Agreements

In addition to the Forward Purchase Agreements, Alight Subscription Agreement, and Backstop Agreements, the Company made investments in the sponsors of FTAC, Trebia Austerlitz I and Austerlitz II, which are considered VIEs for which we are not the primary beneficiary and are included in Investments in unconsolidated affiliates. The assets represented by the Forward Purchase Agreements, Alight Subscription Agreement and Backstop Agreements are accounted for as investments in equity

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

securities pursuant to ASC 321 or as written options. See Notes C and D for further information on our accounting for equity securities and written options.

Note F — Notes Payable

Notes payable consists of the following:

	June 30, 2021	December 31, 2020
	(In millions)	
99 Term Loan	\$ 14.4	\$ 16.8
99 Revolver	—	5.0
2020 Margin Facility	—	—
FNF Revolver	—	—
Brasada Interstate Loans	12.9	13.1
Other	24.2	28.6
Notes payable, total	\$ 51.5	\$ 63.5
Less: Notes payable, current	26.8	11.3
Notes payable, long term	\$ 24.7	\$ 52.2

At June 30, 2021, the carrying value of our outstanding notes payable approximates fair value. The respective carrying values of the loans under the 99 Restaurants Credit Facility and the B Note, Development Loan and Line of Credit Loan pursuant to the Interstate Credit Agreement, each as defined below, approximate fair value as they are variable rate instruments with monthly reset periods that reflect current market rates. The revolving credit facilities are considered Level 2 financial liabilities. The fixed-rate A Note, as defined below, pursuant to the Interstate Credit Agreement approximates fair value as of June 30, 2021.

2020 Margin Facility

On November 30, 2020, Cannae Funding C, LLC (“Borrower 1”), an indirect wholly-owned special purpose subsidiary of the Company, and Cannae Funding D, LLC (“Borrower 2” and, together with Borrower 1, the “Borrowers”), an indirect wholly-owned special purpose subsidiary of the Company, entered into a Margin Loan Agreement (the “2020 Margin Facility”) with the lenders from time to time party thereto and Royal Bank of Canada. The Company concurrently entered into a guaranty (the “Guaranty Agreement”) for the benefit of each of the lenders to the 2020 Margin Facility pro rata to their loan commitments, pursuant to which the Company absolutely, unconditionally and irrevocably guaranteed all of the Borrowers’ obligations under the 2020 Margin Facility for a period of up to one year after the later of (i) the conditions precedent to the obligations of the lenders under the Loan Agreement being met (the date when such conditions have been met, the “Closing Date”) or (ii) as relevant, additional collateral or additional loan commitments being provided. Under the 2020 Margin Facility, the Borrowers may initially borrow up to \$100.0 million in revolving loans and, subject to certain terms and conditions, may enter into an amendment to the 2020 Margin Facility to borrow up to \$500.0 million in revolving loans (including the initial revolving loans) from the same initial lender and/or additional lenders on substantially identical terms and conditions as the initial revolving loans. The 2020 Margin Facility matures on the 36-month anniversary of the Closing Date. All outstanding amounts under the 2020 Margin Facility bear interest quarterly at a rate per annum equal to a three-month LIBOR rate plus an applicable margin. Interest will be payable in kind unless the Borrowers elect to pay interest in cash or a cumulative cap is exceeded. The Borrowers’ obligations under the 2020 Margin Facility will be secured by a first priority lien on (i) 6,000,000 shares of common stock, par value \$0.01 per share (the “Ceridian Common Stock”), of Ceridian, which the Company contributed to Borrower 1, and (ii) 19,000,000 shares of common stock, par value \$0.0001 per share (the “DNB Common Stock”), of D&B, which the Company contributed to Borrower 2. The Borrowers may also, at their discretion, post up to an additional 4,000,000 shares of Ceridian Common Stock and/or 11,000,000 shares of DNB Common Stock as collateral for the revolving loans from time to time after the Closing Date, subject to certain notice, guaranty, average daily trading volume and other requirements. The 2020 Margin Facility requires the Borrowers to maintain a certain loan-to-value ratio (based on the value of Ceridian Common Stock and DNB Common Stock). In the event the Borrowers fail to maintain such loan-to-value ratio, the Borrowers must post additional cash collateral under the Loan Agreement and/or elect to repay a portion of the revolving loans thereunder, or sell the Ceridian Common Stock and/or DNB Common Stock and use the proceeds from such sale to prepay a portion of the revolving loans thereunder.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

As of June 30, 2021, there was no outstanding balance and \$100.0 million of capacity under the 2020 Margin Facility with an option to increase the capacity to \$500.0 million upon amendment.

99 Restaurants Credit Facility

On December 21, 2018, 99 Restaurants LLC, a direct, wholly-owned subsidiary of 99 Restaurants entered into a credit agreement (the "99 Restaurants Credit Facility"), as amended from time to time, with Fifth Third Bank and other lenders thereto. The 99 Restaurants Credit Facility provides for (i) a maximum revolving loan of \$15.0 million (the "99 Revolver") with a maturity date of December 21, 2023; (ii) a maximum term loan of \$37.0 million (the "99 Term Loan") with monthly installment repayments through November 30, 2023 and a maturity date of December 21, 2023 for the outstanding unpaid principal balance; and (iii) a maximum Development Line of Credit loan (the "99 DLOC Loan") of up to \$10.0 million. Interest on the 99 Credit Facility is based on, at our option, an applicable margin of (x) two and one half percent (2.50%) per annum with respect to Base Rate Loans, as provided therein, and (y) three and one half percent (3.50%) per annum with respect to LIBOR Loans, as provided therein. The 99 Restaurants Credit Facility also allows for 99 Restaurants LLC to request up to \$5.0 million of letters of credit commitments and \$2.5 million in swingline debt from Fifth Third Bank as the administrative agent. The obligations of the 99 Restaurants LLC under the 99 Restaurants Credit Facility are guaranteed by 99 Restaurants. The 99 Restaurants Credit Facility is subject to affirmative, negative and financial covenants customary for financings of this type, including, among other things, limits on the Borrower's creation of liens, sales of assets, incurrence of indebtedness, restricted payments and transactions with affiliates. The 99 Restaurants Credit Facility includes customary events of default for facilities of this type (with customary grace periods, as applicable). The 99 Restaurants Credit Facility provides that, upon the occurrence of an event of default, Fifth Third Bank, as administrative agent, may (i) declare the principal of, and any and all accrued and unpaid interest and all other amounts owed in respect of, the loans immediately due and payable, (ii) terminate loan commitments and (iii) exercise all other rights and remedies available to Fifth Third Bank or the lenders under the loan documents. On December 1, 2020, 99 Restaurants LLC entered into a waiver, consent and amendment to the 99 Restaurants Credit Facility pursuant to which a payment was made, and the borrowing capacity under the 99 Revolver was permanently reduced by, \$7.5 million, the borrowing capacity under the 99 Revolver will be reduced by another \$2.5 million in 2021, the applicable margin was increased by 1.00% with respect to both Base Rate Loans and LIBOR Loans, the lender's commitment to provide the 99 DLOC Loan was terminated, and certain of the financial covenants were added or waived until the second quarter of 2021, among other changes.

As of June 30, 2021, interest on the 99 Term Loan and 99 Revolver is payable monthly at a rate of 4.63% and 6.75%, respectively, and there is \$6.5 million of aggregate borrowing capacity under the 99 Revolver.

Brasada Interstate Loans

On January 29, 2016, FNF NV Brasada, LLC, an Oregon limited liability company and majority-owned subsidiary of Cannae ("NV Brasada"), entered into a credit agreement with an aggregate borrowing capacity of \$17.0 million (the "Interstate Credit Agreement") originally with Bank of the Cascades, as lender. The Interstate Credit Agreement provides for (i) a \$12.5 million acquisition loan (the "Acquisition Loan"). On June 13, 2018, the Interstate Credit Agreement was modified to add an additional line of credit of \$3.6 million ("C Note") and to assign the loan from the Bank of the Cascades to First Interstate Bank. Pursuant to the Acquisition Loan, NV Brasada executed a \$6.3 million ("A Note"), which accrues interest at a rate of 4.51% per annum and matures on the tenth anniversary of the issuance thereof, and a \$6.3 million ("B Note"), which accrues interest at the rate of LIBOR plus 225 basis points, adjusted monthly, and matures on the tenth anniversary of the issuance thereof. NV Brasada makes equal monthly payments of principal and interest under the Acquisition Loan. The Interstate Loans are secured by certain single-family residential lots that can be sold for construction, owned by NV Brasada, and certain other operating assets owned by NV Brasada. The Company does not provide any guaranty or stock pledge under the Interstate Credit Agreement.

As of June 30, 2021, the B Note, C Note and Line of Credit Loan incurred interest at 2.35%.

FNF Revolver

On November 17, 2017, Fidelity National Financial, Inc. ("FNF") issued to Cannae a revolver note in aggregate principal amount of up to \$100.0 million (the "FNF Revolver"). Pursuant to the FNF Revolver, FNF may make one or more loans to us in increments of \$1.0 million, with up to \$100.0 million outstanding at any time. The FNF Revolver accrues interest at LIBOR plus 450 basis points and matures on the five-year anniversary of the date of the FNF Revolver. The maturity date is automatically extended for additional five-year terms unless notice of non-renewal is otherwise provided by either FNF or Cannae, in their sole discretion.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

As of June 30, 2021, there was no outstanding balance under the FNF Revolver and there was \$100.0 million remaining borrowing capacity.

Gross principal maturities of notes payable at June 30, 2021 are as follows (in millions):

2021 (remaining)	\$	4.2
2022		26.6
2023		8.2
2024		0.9
2025		0.6
Thereafter		12.0
Total	\$	<u>52.5</u>

Note G — Commitments and Contingencies

Legal Contingencies

In the ordinary course of business, we are involved in various pending and threatened litigation and regulatory matters related to our operations, some of which include claims for punitive or exemplary damages. Our ordinary course litigation includes purported class action lawsuits, which make allegations related to various aspects of our business. From time to time, we also receive requests for information from various state and federal regulatory authorities, some of which take the form of civil investigative demands or subpoenas. Some of these regulatory inquiries may result in the assessment of fines for violations of regulations or settlements with such authorities requiring a variety of remedies. We believe that no actions, other than those discussed below, if any, depart from customary litigation or regulatory inquiries incidental to our business.

Our Restaurant Group companies are a defendant from time to time in various legal proceedings arising in the ordinary course of business, including claims relating to injury or wrongful death under “dram shop” laws that allow a person to sue us based on any injury caused by an intoxicated person who was wrongfully served alcoholic beverages at one of the restaurants; individual and purported class or collective action claims alleging violation of federal and state employment, franchise and other laws; and claims from guests or employees alleging illness, injury or other food quality, health or operational concerns. Our Restaurant Group companies are also subject to compliance with extensive government laws and regulations related to employment practices and policies and the manufacture, preparation, and sale of food and alcohol. We may also become subject to lawsuits and other proceedings, as well as card network fines and penalties, arising out of the actual or alleged theft of our customers' credit or debit card information.

We review lawsuits and other legal and regulatory matters (collectively “legal proceedings”) on an ongoing basis when making accrual and disclosure decisions. When assessing reasonably possible and probable outcomes, management bases its decision on its assessment of the ultimate outcome assuming all appeals have been exhausted. For legal proceedings in which it has been determined that a loss is both probable and reasonably estimable, a liability based on known facts that represents our best estimate is recorded. As of June 30, 2021 and December 31, 2020, our accruals for settlements of legal proceedings was not considered material. Actual losses may materially differ from the amounts recorded and the ultimate outcome of our pending legal proceedings is generally not yet determinable. While some of these matters could be material to our operating results or cash flows for any particular period in the event of an unfavorable outcome, at present, we do not believe that the ultimate resolution of currently pending legal proceedings, either individually or in the aggregate, will have a material adverse effect on our financial condition, results of operations or cash flows.

On September 23, 2020, a stockholder derivative lawsuit styled Oklahoma Firefighters Pension & Retirement System, derivatively on behalf of Cannae Holdings, Inc. v. William P. Foley, II, et al., was filed in the Court of Chancery of the State of Delaware against the Company, certain Board members and officers of the Company, and the Manager, alleging breach of fiduciary duties relating to the Company's Management Services Agreement. The plaintiff further alleges the Board breached their fiduciary duties by approving bonuses in connection with the initial public offering of Ceridian and the approval of an Investment Success Incentive Plan in August 2018. Along with the Complaint, the plaintiff filed a motion for partial summary judgment as to the count seeking to void the Management Services Agreement. On January 27, 2021, the Company entered into an amendment to the Management Services Agreement and plaintiff withdrew its motion for partial summary judgment as moot. On February 1, 2021, the court ordered the plaintiff's summary judgment motion withdrawn and dismissed the related count of the plaintiff's complaint. On February 18, 2021, our Board formed a Special Litigation Committee (the “SLC”) consisting of two of the Board's Directors, and has authorized the SLC, among other things, to investigate and evaluate the

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claims and allegations asserted in the lawsuit. The Board has also given the SLC the sole authority and power to consider and determine whether or not prosecution of the claims asserted in the lawsuit is in the best interest of the Company and its shareholders, and what action the Company should take with respect to the lawsuit. On March 9, 2021, the Court entered a stipulated Order staying the action for six months to allow the SLC to investigate, review, and evaluate the facts, circumstances, and claims asserted in or relating to the action and to determine the Company's response thereto. The defendants will contest the remaining claims in the action vigorously.

Unconditional Purchase Obligations

We have certain unconditional purchase obligations, primarily in our Restaurant Group segment. These purchase obligations are with various vendors and are primarily related to food and beverage obligations with fixed commitments in regards to the time period of the contract and the quantities purchased with annual price adjustments that can fluctuate. We used both historical and projected volume and pricing as of June 30, 2021 to determine the amount of the obligations. Purchase obligations as of June 30, 2021 are as follows (in millions):

2021 (remaining)	\$	43.3
2022		14.7
2023		8.7
2024		7.1
2025		5.9
Thereafter		6.8
Total purchase commitments	\$	<u>86.5</u>

Note H — Segment Information

Summarized financial information concerning our reportable segments is shown in the following tables.

On March 30, 2021, we closed on our investment in Paysafe. We account for our investment in Paysafe as an equity method investment and report our equity in earnings or loss of Paysafe on a three-month lag. Because we closed on our investment in Paysafe at the end of the first quarter of 2021 and record our share of its earnings or loss on a three-month lag, there is no equity in earnings or loss of Paysafe included in our results of operations for the three or six months ended June 30, 2021. We expect our chief operating decision maker will review the full financial results of Paysafe for purposes of assessing performance and allocating resources of the Company. Thus, we expect to include the full financial results of Paysafe in the tables below in the third quarter of 2021 in conjunction with our recording of our proportionate share of Paysafe's second quarter of 2021 earnings or loss on a lag basis.

Beginning in the three months ended March 31, 2021, AmeriLife exceeded certain of the quantitative thresholds prescribed by ASC 280 *Segment Reporting* and we began considering AmeriLife a reportable segment. We made our initial investment in AmeriLife in March 18, 2020. We account for our investment in AmeriLife as an equity method investment and report our equity in earnings or loss of AmeriLife on a three-month lag.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

As of and for the three months ended June 30, 2021:

	Restaurant Group	Dun & Bradstreet	Optimal Blue	AmeriLife	Corporate and Other	Affiliate Elimination	Total
	(in millions)						
Restaurant revenues	\$ 189.9	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 189.9
Other operating revenues	—	520.9	44.3	149.3	12.5	(714.5)	12.5
Revenues from external customers	189.9	520.9	44.3	149.3	12.5	(714.5)	202.4
Interest, investment and other income, including recognized gains and losses, net	1.0	12.6	—	—	273.5	(12.6)	274.5
Total revenues and other income	190.9	533.5	44.3	149.3	286.0	(727.1)	476.9
Depreciation and amortization	5.6	152.3	34.4	19.1	0.8	(205.8)	6.4
Interest expense	(2.5)	(48.0)	(7.8)	(12.4)	—	68.2	(2.5)
(Loss) earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	4.3	(8.5)	(21.7)	14.2	231.5	16.0	235.8
Income tax benefit	—	43.0	(3.0)	—	49.3	(40.0)	49.3
(Loss) earnings, before equity in (losses) earnings of unconsolidated affiliates	4.3	(51.5)	(18.7)	14.2	182.2	56.0	186.5
Equity in earnings (losses) of unconsolidated affiliates	—	0.7	—	—	5.7	(15.2)	(8.8)
Net loss from continuing operations	\$ 4.3	\$ (50.8)	\$ (18.7)	\$ 14.2	\$ 187.9	\$ 40.8	\$ 177.7
Assets	\$ 496.0	\$ 9,860.4	\$ 1,931.8	\$ 1,749.3	\$ 3,943.6	\$ (13,541.5)	\$ 4,439.6
Goodwill	53.4	3,331.1	1,237.0	875.1	—	(5,443.2)	53.4

As of and for the three months ended June 30, 2020:

	Restaurant Group	Dun & Bradstreet	Corporate and Other	Affiliate Elimination	Total
	(in millions)				
Restaurant revenues	\$ 99.4	\$ —	\$ —	\$ —	\$ 99.4
Other operating revenues	—	418.7	3.2	(418.7)	3.2
Revenues from external customers	99.4	418.7	3.2	(418.7)	102.6
Interest investment and other income (expense), including recognized gains and losses, net	(0.1)	(122.7)	586.5	122.7	586.4
Total revenues and other income	99.3	296.0	589.7	(296.0)	689.0
Depreciation and amortization	6.6	132.7	0.7	(132.7)	7.3
Interest expense	(1.1)	(78.0)	0.1	78.0	(1.0)
(Loss) earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	(24.0)	(203.0)	563.7	203.0	539.7
Income tax (benefit) expense	—	(27.7)	131.1	27.7	131.1
(Loss) earnings before equity in earnings of unconsolidated affiliates	(24.0)	(175.3)	432.6	175.3	408.6
Equity in earnings (losses) of unconsolidated affiliates	(9.7)	0.6	122.7	(56.1)	57.5
Net (loss) earnings from continuing operations	\$ (33.7)	\$ (174.7)	\$ 555.3	\$ 119.2	\$ 466.1
Assets	\$ 408.0	\$ 8,981.9	\$ 3,380.6	\$ (8,981.9)	\$ 3,788.6
Goodwill	53.5	2,848.8	—	(2,848.8)	53.5

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

As of and for the six months ended June 30, 2021:

	Restaurant Group	Dun & Bradstreet	Optimal Blue	AmeriLife	Corporate and Other	Affiliate Elimination	Total
	(in millions)						
Restaurant revenues	\$ 357.2	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 357.2
Other operating revenues	—	1,025.4	85.9	280.3	17.1	(1,391.6)	17.1
Revenues from external customers	357.2	1,025.4	85.9	280.3	17.1	(1,391.6)	374.3
Interest, investment and other income, including recognized gains and losses, net	1.2	19.5	—	—	(38.3)	(19.5)	(37.1)
Total revenues and other income	358.4	1,044.9	85.9	280.3	(21.2)	(1,411.1)	337.2
Depreciation and amortization	12.8	302.0	68.6	36.3	1.5	(406.9)	14.3
Interest expense	(4.9)	(96.9)	(15.6)	(23.6)	0.3	136.1	(4.6)
(Loss) earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	(3.7)	(42.2)	(46.7)	0.5	(110.2)	88.4	(113.9)
Income tax benefit	—	33.2	(6.5)	—	(12.7)	(26.7)	(12.7)
(Loss) earnings, before equity in (losses) earnings of unconsolidated affiliates	(3.7)	(75.4)	(40.2)	0.5	(97.5)	115.1	(101.2)
Equity in earnings (losses) of unconsolidated affiliates	—	1.3	—	—	75.8	(32.0)	45.1
Net loss from continuing operations	\$ (3.7)	\$ (74.1)	\$ (40.2)	\$ 0.5	\$ (21.7)	\$ 83.1	\$ (56.1)
Assets	\$ 496.0	\$ 9,860.4	\$ 1,931.8	\$ 1,749.3	\$ 3,943.6	\$ (13,541.5)	\$ 4,439.6
Goodwill	53.4	3,331.1	1,237.0	875.1	—	(5,443.2)	53.4

As of and for the six months ended June 30, 2020:

	Restaurant Group	Dun & Bradstreet	Corporate and Other	Affiliate Elimination	Total
	(in millions)				
Restaurant revenues	\$ 269.3	\$ —	\$ —	\$ —	\$ 269.3
Other operating revenues	—	814.4	6.3	(814.4)	6.3
Revenues from external customers	269.3	814.4	6.3	(814.4)	275.6
Interest investment and other income, including recognized gains and losses, net	7.7	(33.1)	1,496.0	33.1	1,503.7
Total revenues and other income	277.0	781.3	1,502.3	(781.3)	1,779.3
Depreciation and amortization	14.3	267.1	1.4	(267.1)	15.7
Interest expense	(4.2)	(161.0)	(0.6)	161.0	(4.8)
(Loss) earnings before income taxes and equity in earnings (losses) of unconsolidated affiliates	(44.9)	(203.6)	1,444.8	203.6	1,399.9
Income tax (benefit) expense	—	(101.9)	300.5	101.9	300.5
(Loss) earnings before equity in earnings of unconsolidated affiliates	(44.9)	(101.7)	1,144.3	101.7	1,099.4
Equity in earnings (losses) of unconsolidated affiliates	(14.9)	1.2	65.1	(46.6)	4.8
Net (loss) earnings from continuing operations	\$ (59.8)	\$ (100.5)	\$ 1,209.4	\$ 55.1	\$ 1,104.2
Assets	\$ 408.0	\$ 8,981.9	\$ 3,380.6	\$ (8,981.9)	\$ 3,788.6
Goodwill	53.5	2,848.8	—	(2,848.8)	53.5

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

The activities in our segments include the following:

- *Restaurant Group.* This segment consists of the operations of O'Charley's, 99 Restaurants, Legendary Baking, and VIBSQ in which we had 65.4%, 88.5%, 100% and 100% ownership interests, respectively. O'Charley's, 99 Restaurants, Legendary Baking, VIBSQ and their affiliates are the owners and operators of the O'Charley's restaurant concept, Ninety Nine Restaurants restaurant concept, Legendary Baking bakery and the Village Inn and Bakers Square restaurant concepts.
- *Dun & Bradstreet.* This segment consists of our 15.8% ownership interest in Dun & Bradstreet. Dun & Bradstreet is a leading global provider of business decisioning data and analytics. Its mission is to deliver a global network of trust, enabling clients to transform uncertainty into confidence, risk into opportunity and potential into prosperity. Clients embed D&B's trusted, end-to-end solutions into their daily workflows to enhance sales force productivity, gain visibility into key markets, inform commercial credit decisions and confirm that suppliers are financially viable and compliant with laws and regulations. Dun & Bradstreet's solutions support its clients' mission critical business operations by providing proprietary and curated data and analytics to help drive informed decisions and improved outcomes. Dun & Bradstreet's global commercial database as of December 31, 2020 contained more than 420 million business records. Our chief operating decision maker reviews the full financial results of Dun & Bradstreet for purposes of assessing performance and allocating resources. Thus, we consider Dun & Bradstreet a reportable segment and have included the full results of Dun & Bradstreet subsequent to our initial investment in the tables above. We account for Dun & Bradstreet using the equity method of accounting, and therefore its results do not consolidate into ours. Accordingly, we have presented the elimination of Dun & Bradstreet's results in the *Affiliate Elimination* section of the segment presentation above. See Note D for further discussion of our investment in Dun & Bradstreet and related accounting.
- *Optimal Blue.* This segment consists of our 20.0% ownership interest in Optimal Blue, which we acquired on September 15, 2020. Optimal Blue is a leading provider of secondary market solutions and actionable data services. They operate a software-as-a-service, subscription-based mortgage marketplace, which supports a network of originators and investors in the residential mortgage market. The marketplace provides a broad set of critical functions utilized by banks, credit unions and mortgage brokerage companies throughout the mortgage processing life cycle. Optimal Blue exceeds certain of the quantitative thresholds prescribed by ASC 280 *Segment Reporting* and our chief operating decision maker reviews the financial results of Optimal Blue for purposes of assessing performance and allocating resources. Thus, we consider Optimal Blue a reportable segment and have included the results of operations of Optimal Blue in the tables above. We account for Optimal Blue using the equity method of accounting, and therefore its results do not consolidate into ours. Accordingly, we have presented the elimination of Optimal Blue's results in the *Affiliate Elimination* section of the segment presentation above. See Note D for further discussion of our investment in Optimal Blue and related accounting.
- *AmeriLife.* This segment consists of our 19.8% ownership interest in AmeriLife. AmeriLife is a leader in marketing and distributing life, health, and retirement solutions. AmeriLife has partnered with the nation's leading insurance carriers to provide value and quality to customers served through a national distribution network of insurance agents and advisors, marketing organizations, and insurance agency locations. AmeriLife exceeds certain of the quantitative thresholds prescribed by ASC 280 *Segment Reporting* and our chief operating decision maker reviews the financial results of AmeriLife for purposes of assessing performance and allocating resources. Thus, we consider AmeriLife a reportable segment and have included the results of operations of AmeriLife in the tables above. We account for our investment in AmeriLife as an equity method investment and therefore its results do not consolidate into ours. Accordingly, we have presented the elimination of AmeriLife's results in the *Affiliate Elimination* section of the segment presentation above. See Note D for further discussion of our investment in AmeriLife and related accounting. We report our equity in earnings or loss of AmeriLife on a three-month lag. Our net earnings and the segment tables above for the three and six months ended June 30, 2021 includes our equity in AmeriLife's losses for the periods from December 31, 2020 through March 31, 2021 and September 30, 2020 through March 31, 2021, respectively.
- *Corporate and Other.* This nonreportable segment consists of our share in the operations of certain controlled portfolio companies and other equity investments, activity of the corporate holding company and certain intercompany eliminations and taxes.

CANNAE HOLDINGS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) — continued

Note I — Supplemental Cash Flow Information

The following supplemental cash flow information is provided with respect to certain cash payments, as well as certain non-cash investing and financing activities.

	Six months ended June 30,	
	2021	2020
(In millions)		
Cash paid during the period:		
Interest	\$ 2.8	\$ 3.1
Income taxes	64.8	0.2
Operating leases	19.5	21.5

Note J — Assets Held for Sale

In the six months ended June 30, 2021, we began the process of the Dispositions. As a result of the Company's plan to dispose Legendary Baking, VIBSQ and RC, we have classified the assets and liabilities of each as assets and liabilities held for sale on our Condensed Consolidated Balance Sheet as of June 30, 2021.

The carrying amounts of the major classes of assets and liabilities included as part of the disposal groups classified as held for sale is presented below:

	June 30, 2021 (In millions)
Assets	
Cash and cash equivalents	\$ 4
Trade receivables, net	8
Inventory	9
Property and equipment, net	33
Right of use assets	16
Intangible assets	21
Other assets	17
Valuation allowance	(7)
Total Assets	<u>\$ 104</u>
Liabilities	
Accounts payable and other accrued liabilities	\$ 24
Lease liabilities	15
Other liabilities	2
Total liabilities	<u>\$ 43</u>

We recorded a loss of \$7.0 million as a result of classifying Legendary Baking and VIBSQ as held for sale, which is included in Recognized gains (losses), net on the Condensed Consolidated Statement of Operations for the six months ended June 30, 2021. Legendary Baking and VIBSQ are included in the Restaurant Group segment and RC is included in the Corporate and other segment.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The statements contained in this Quarterly Report on Form 10-Q (this "Quarterly Report") that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including statements regarding our expectations, hopes, intentions or strategies regarding the future. All forward-looking statements included in this document are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements. It is important to note that our actual results could vary materially from those forward-looking statements contained herein due to many factors, including, but not limited to: changes in general economic, business and political conditions, including changes in the financial markets and changes in conditions resulting from the outbreak of a pandemic such as the novel coronavirus COVID-19 ("COVID-19"); the overall impact of the outbreak of COVID-19 and measures to curb its spread, including the effect of governmental or voluntary mitigation measures such as business shutdowns, social distancing, and stay-at-home orders; our potential inability to find suitable acquisition candidates, acquisitions in lines of business that will not necessarily be limited to our traditional areas of focus, or difficulties in integrating acquisitions; significant competition that our operating subsidiaries face; risks associated with our Split-Off from Fidelity National Financial, Inc., including the Investment Company Act of 1940; risks related to the externalization of certain of our management functions to our Manager; and other risks detailed in the "Statement Regarding Forward-Looking Information," "Risk Factors" and other sections of our Annual Report on Form 10-K for the year ended December 31, 2020 (our "Annual Report") and other filings with the SEC.

The following discussion should be read in conjunction with our Annual Report.

Overview

For a description of our business, including descriptions of segments and recent business developments, see the discussion under *Basis of Financial Statements* in Note A to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report, which is incorporated by reference into this Part I, Item 2.

Business Trends and Conditions

Dun & Bradstreet. Businesses rely on business-to-business data and analytics providers to extract data-driven insights and make better decisions. For example, in commercial lending and trade credit, the scarcity of readily available credit history makes the extension of credit a time-consuming and imprecise process. In procurement, businesses face increasingly complex and global supply chains, making the assessment of compliance and viability of all suppliers prohibitively difficult and expensive if not conducted effectively. In sales and marketing, businesses have benefited from the proliferation of customer relationship management, Marketing Automation and Sales Acceleration tools designed to help identify, track and improve both customer management and prospecting growth activities. While these tools are helping to fill sales funnels and improve the progression of opportunities, key challenges remain in sales force productivity, effective client segmentation and marketing campaign activation. Common stumbling blocks include incorrect, or outdated, contact information, duplicated or inaccurate firmographic data and a lack of synchronization between the various platforms in the marketing technology ecosystem.

D&B helps its clients solve these mission critical business problems. D&B believes the total addressable market ("TAM") in which it operates is large, growing and significantly underpenetrated. D&B participates in the big data and analytics software market, as defined by Interactive Data Corporation, or IDC, which represents a collection of software markets that functionally address decision support and decision automation. This market includes business intelligence and analytics tools, analytic data management and integration platforms and analytics and performance management applications. Within the broader market of data and analytics solutions, D&B serves a number of different markets, including the commercial credit data, sales and marketing data and Governance, Risk and Compliance ("GRC") markets to provide clients with decisioning support and automation. As D&B continues to drive innovation in its solutions, it expects to address a greater portion of this TAM as new use cases for its data assets and analytical capabilities are introduced.

D&B believes there are several key trends in the global macroeconomic environment generating additional growth in D&B's TAM and increasing the demand for its solutions, including growing recognition by business of the value of analytics and data-informed business decisioning, growth in data creation and applications driven by the proliferation of new technologies with new data sets and applications, advances in analytical capabilities that are unlocking the value of data, and heightened compliance requirements in the regulatory environment for business driven by the growth of new technologies.

Restaurant Group. The restaurant industry is highly competitive and is often affected by changes in consumer tastes and discretionary spending patterns; changes in general economic conditions; public safety conditions or concerns; demographic trends; weather conditions; the cost of food products, labor, energy and other operating costs; and governmental regulations. Higher labor costs due to state and local minimum wage increases and shopping pattern shifts to e-commerce and "ready to eat" grocery and convenience stores have had a negative impact on restaurant performance, particularly in the casual and family dining restaurants in which the company operates.

The restaurant industry is also characterized by high capital investments for new restaurants and relatively high fixed or semi-variable restaurant operating expenses. Because of the high fixed and semi-variable expenses, changes in sales in existing restaurants are generally expected to significantly affect restaurant profitability because many restaurant costs and expenses are not expected to change at the same rate as sales. The most significant commodities that may affect our cost of food and beverage are beef, seafood, poultry, and dairy, which accounted for approximately half of our overall cost of food and beverage in the past. Generally, temporary increases in these costs are not passed on to guests; however, in the past, we have adjusted menu prices to compensate for increased costs of a more permanent nature.

Average weekly sales per restaurant are typically higher in the first and fourth quarters than in other quarters, and we typically generate a disproportionate share of our earnings from operations in the first and fourth quarters. Holidays, severe weather and other disruptive conditions may impact sales volumes seasonally in some operating regions.

Our revenues in future periods will continue to be subject to these and other factors that are beyond our control and, as a result, are likely to fluctuate.

COVID-19. In March 2020, the outbreak of COVID-19 was declared a national health emergency in the United States and worldwide. As a result of the unprecedented social restrictions related to COVID-19, our Restaurant Group brands experienced a significant reduction in guest counts beginning in the last two weeks of March 2020 and continuing through the end of the year. In response to the outbreak and these changing conditions, our Restaurant Group brands closed the dining rooms in substantially all of our restaurants in late March 2020 with substantially all remaining closed to dine in customers through early May 2020. During such time, most of our restaurants were solely operating to-go and delivery services in the jurisdictions where government regulations permit restaurants to continue to operate and where the guest demand made such operations sustainable. We temporarily closed certain restaurants, modified work hours for our Restaurant Group employees and identified and implemented cost savings measures throughout our Restaurant Group operations.

Timing of reopening stores and resulting guest traffic has varied by jurisdiction. In the second half of 2020, our Restaurant Group experienced a gradual increase in guest traffic and revenues compared to the first half of 2020; however, the volume of customers visiting our stores remained below our historical levels through December 31, 2020. We experienced an increase in revenues from to-go and delivery sales from historical experience; however, comparable store sales across all of our restaurant brands remained depressed compared to previous years through the first quarter of 2021.

Coinciding with the first available vaccines for COVID-19 in December 2020, capacity restrictions on dining rooms began to ease in most jurisdictions in which our Restaurant Group operates. Furthermore, the U.S. government provided significant stimulus to consumers through direct payments to U.S. citizens. Through the three months ended March 31, 2021, we were still operating a limited number of restaurants with restricted capacity. In light of recent spread of new variants of COVID-19, uncertainty remains regarding the continued rate of immunization in the public, timing of an economic recovery, and changed guest decision-making with regard to dining in restaurants. Beginning in the three months ended June 30, 2021, we began to experience increases in same store sales compared to the corresponding period in 2020. However, same store sales remain lower compared to the corresponding periods in 2019.

The COVID-19 outbreak and these responses have affected and may continue to adversely affect our Restaurant Group brands' guest traffic, sales and operating costs. See further discussion of the impact of COVID-19 on our Restaurant Group in the *Results of Operations* subsection below.

Results of Operations

Consolidated Results of Operations

Net Earnings. The following table presents certain financial data for the periods indicated:

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
(Dollars in millions)				
Revenues:				
Restaurant revenue	\$ 189.9	\$ 99.4	\$ 357.2	\$ 269.3
Other operating revenue	12.5	3.2	17.1	6.3
Total operating revenues	202.4	102.6	374.3	275.6
Operating expenses:				
Cost of restaurant revenue	160.3	100.8	308.0	253.9
Personnel costs	24.4	23.3	36.4	52.5
Depreciation and amortization	6.4	7.3	14.3	15.7
Other operating expenses	47.5	16.9	87.8	44.8
Goodwill impairment	—	—	—	7.7
Total operating expenses	238.6	148.3	446.5	374.6
Operating loss	(36.2)	(45.7)	(72.2)	(99.0)
Other income (expense):				
Interest, investment and other income	0.5	8.3	1.4	10.5
Interest expense	(2.5)	(1.0)	(4.6)	(4.8)
Recognized gains (losses), net	274.0	578.1	(38.5)	1,493.2
Total other income (expense)	272.0	585.4	(41.7)	1,498.9
Earnings (loss) before income taxes and equity in losses of unconsolidated affiliates	235.8	539.7	(113.9)	1,399.9
Income tax expense (benefit)	49.3	131.1	(12.7)	300.5
Earnings (loss) before equity in (losses) earnings of unconsolidated affiliates	186.5	408.6	(101.2)	1,099.4
Equity in (losses) earnings of unconsolidated affiliates	(8.8)	57.5	45.1	4.8
Net earnings (loss)	177.7	466.1	(56.1)	1,104.2
Less: Net earnings (loss) attributable to non-controlling interests	1.3	(9.2)	0.6	(18.8)
Net earnings (loss) attributable to Cannae Holdings, Inc. common shareholders	\$ 176.4	\$ 475.3	\$ (56.7)	\$ 1,123.0

Revenues.

Total revenues increased \$99.8 million, or 97.3%, in the three months ended June 30, 2021 and increased \$98.7 million, or 35.8%, in the six months ended June 30, 2021 compared to the corresponding periods in 2020.

Net earnings (loss) attributable to Cannae Holdings, Inc. common shareholders decreased \$298.9 million, or 62.9%, in the three months ended June 30, 2021 and decreased \$1,179.7 million, or 105.0%, in the six months ended June 30, 2021 compared to the corresponding periods in 2020.

The change in revenues and net earnings (loss) is discussed in further detail at the segment level below.

Expenses.

Our operating expenses consist primarily of personnel costs, cost of restaurant revenue, other operating expenses, and depreciation and amortization.

Cost of restaurant revenue includes cost of food and beverage, primarily the costs of beef, groceries, produce, seafood, poultry and alcoholic and non-alcoholic beverages, net of vendor discounts and rebates, payroll and related costs and expenses directly relating to restaurant level activities, and restaurant operating costs including occupancy and other operating expenses at the restaurant level.

Personnel costs include base salaries, commissions, benefits, stock-based compensation and bonuses paid to employees, and are one of our most significant operating expenses. Personnel costs that are directly attributable to the operations of the Restaurant Group are included in Cost of restaurant revenue.

Other operating expenses include rent, professional fees, advertising costs, travel expenses and impairments of operating assets.

Depreciation and amortization expense consists of our depreciation related to investments in property and equipment as well as amortization of intangible assets.

The change in expenses from our segments is discussed in further detail at the segment level below.

Income tax expense (benefit) was \$49.3 million and \$131.1 million in the three-month periods ended June 30, 2021 and 2020, respectively, and \$(12.7) million and \$300.5 million in the six-month periods ended June 30, 2021 and 2020, respectively. Our effective tax rate was 20.9% and 24.3% in the three months ended June 30, 2021 and 2020, respectively, and 11.2% and 21.5% in the six months ended June 30, 2021 and 2020, respectively. Our effective tax rate fluctuates depending on our estimate of ultimate income tax liability and changes in the characteristics of net earnings, such as the weighting of operating income versus investment income or earnings and losses of unconsolidated affiliates. The change in our effective tax rate in all periods presented is primarily attributable to the varying impact of equity in earnings (losses) of unconsolidated affiliates on earnings (loss) before taxes.

Other.

Equity in (losses) earnings of unconsolidated affiliates for the three and six months ended June 30, 2021 and 2020 consisted of the following (in millions):

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
Dun & Bradstreet	\$ (9.2)	\$ (55.5)	\$ (15.6)	\$ (45.4)
Ceridian (1)	—	—	—	1.5
Optimal Blue	(4.2)	—	(8.2)	—
Senator JV	—	138.1	(1.2)	79.3
AmeriLife	(1.1)	(3.5)	(7.0)	(3.5)
Other	5.7	(21.6)	77.1	(27.1)
Total	\$ (8.8)	\$ 57.5	\$ 45.1	\$ 4.8

(1) The amount for the six months ended June 30, 2020 represents the Company's equity in earnings of Ceridian in the three months ended March 31, 2020 prior to the change in accounting for the investment beginning March 31, 2020.

Other equity in (losses) earnings of unconsolidated affiliates in the table above for the six months ended June 30, 2021 includes the Company's ratable share of the gain recorded by the sponsor of FTAC II associated with the sponsor's accounting for its investment in Paysafe.

Restaurant Group

The following table presents the results from operations of our Restaurant Group segment:

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
(In millions)				
Revenues:				
Restaurant revenue	\$ 189.9	\$ 99.4	\$ 357.2	\$ 269.3
Total operating revenues	189.9	99.4	357.2	269.3
Operating expenses:				
Cost of restaurant revenue	160.3	100.8	308.0	253.9
Personnel costs	8.9	7.2	17.1	15.7
Depreciation and amortization	5.6	6.6	12.8	14.3
Other operating expenses	9.3	7.6	19.3	26.1
Goodwill impairment	—	—	—	7.7
Total operating expenses	184.1	122.2	357.2	317.7
Operating income (loss)	5.8	(22.8)	—	(48.4)
Other income (expense):				
Interest expense	(2.5)	(1.1)	(4.9)	(4.2)
Recognized gains (losses), net	1.0	(0.1)	1.2	7.7
Total other (expense) income	(1.5)	(1.2)	(3.7)	3.5
Earnings (loss) before income taxes and equity in earnings (losses) of unconsolidated affiliates	\$ 4.3	\$ (24.0)	\$ (3.7)	\$ (44.9)

Total revenues for the Restaurant group segment increased \$90.5 million, or 91.0%, in the three months ended June 30, 2021 and increased \$87.9 million, or 32.6%, in the six months ended June 30, 2021 compared to the corresponding periods in 2020. The increase was primarily driven by: (1) an overall increase in comparable store sales (discussed in further detail below) driven by continued recovery from the COVID-19 pandemic and the related social restrictions imposed by state and local governments, which resulted in the closing of dining rooms for substantially all of our restaurants beginning in late March 2020 and adversely impacted the comparable 2020 periods and (2) increased revenue related to the reconsolidation of Legendary Baking and VIBSQ beginning October 2, 2020 as part of their emergence from bankruptcy. VIBSQ is the owner of the Village Inn and Bakers Square restaurant concepts. The increase was partially offset by the closing or sale of company-owned restaurants primarily associated with our O'Charley's, Village Inn, and Baker's Square concepts subsequent to the prior year periods.

Revenue associated primarily with O'Charley's, Village Inn and Baker's Square of \$8.6 million and \$25.3 million was recorded in the three and six months ended June 30, 2020, respectively, associated with stores closed subsequent to June 30, 2020. Revenue of \$17.8 million is recorded in the six months ended June 30, 2020 for the predecessors of Legendary and VIBSQ, which represents revenue for the period from January 1, 2020 through January 27, 2020, the date of their respective predecessors' filing for bankruptcy. Revenue for Legendary Baking and VIBSQ was \$23.9 million and \$44.2 million in the three and six months ended June 30, 2021, respectively.

Comparable Store Sales. One method we use in evaluating the performance of our restaurants is to compare sales results for restaurants period over period. A new restaurant is included in our comparable store sales figures starting in the first period following the restaurant's first seventy-eight weeks of operations. Changes in comparable store sales reflect changes in sales for the comparable store group of restaurants over a specified period of time. This measure highlights the performance of existing restaurants, as the impact of new restaurant openings is excluded. Comparable store sales for our O'Charley's, 99 Restaurants, Village Inn, and Baker's Square brands increased by 68.5%, 132.6%, 154.9% and 120.3%, respectively, in the three months ended June 30, 2021 and increased 28.1%, 30.7%, 26.8% and 6.0%, respectively, in the six months ended June 30, 2021, compared to the comparable periods in 2020. The increase for all brands is attributable to the 2020 impact of the social restrictions imposed in response to COVID-19, which depressed sales in the comparable 2020 periods. The increase at O'Charley's is also attributable to the closure of underperforming stores in prior periods.

Cost of restaurant revenue increased directionally consistent with Restaurant revenues. Cost of restaurant revenue as a percentage of restaurant revenue was 84.4% and 101.4% in the three months ended June 30, 2021 and 2020, respectively, and 86.2% and 94.3% in the six months ended June 30, 2021 and 2020, respectively. The decrease in cost of restaurant revenue as a percentage of restaurant revenue in the three and six months ended June 30, 2021 compared to the comparable periods in 2020

is primarily attributable to improvements in overall labor costs resulting from a gradual return of the workforce during the recovery from the COVID-19 pandemic, partially offset by increased costs of food and supplies.

Other operating expense increased \$1.7 million, or 22.4%, in the three months ended June 30, 2021, and decreased \$6.8 million, or 26.1%, in the six months ended June 30, 2021 from the corresponding period in 2020. The decrease in the six month period is primarily attributable to the impairment of assets of \$6.8 million in the six months ended June 30, 2020.

Recognized gains and losses, net for the six months ended June 30, 2020 includes a gain of \$26.5 million as a result of the deconsolidation of Blue Ribbon on January 27, 2020 and an other-than-temporary impairment loss on our recorded investment in Blue Ribbon of \$18.6 million.

Loss before income taxes decreased by \$28.3 million, or 117.9%, in the three months ended June 30, 2021 and increased \$41.2 million, or 91.8%, in the six months ended June 30, 2021 from the corresponding periods in 2020. The change in income was primarily attributable to the factors discussed above.

Dun & Bradstreet

As of June 30, 2021, we own approximately 15.8% of the outstanding common stock of Dun & Bradstreet. We account for our investment in Dun & Bradstreet under the equity method of accounting; therefore, its results of operations do not consolidate into ours.

Summarized financial information for Dun & Bradstreet for the relevant dates and time periods included in Investments in unconsolidated affiliates and Equity in earnings (losses) of unconsolidated affiliates in our Condensed Consolidated Balance Sheets and Statements of Operations, respectively, is presented below. Financial information for the three and six months ended June 30, 2020 represents that of Star Parent, L.P. ("Star Parent"), the former parent of D&B through which the Company was invested prior to D&B's initial public offering in July 2020.

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
	(In millions)		(In millions)	
Total revenues	\$ 520.9	\$ 418.7	\$ 1,025.4	\$ 814
Loss before income taxes	(8.5)	(203.0)	(42.2)	(203)
Net loss	(50.8)	(174.7)	(74.1)	(100)
Dividends attributable to preferred equity and noncontrolling interest expense	(0.9)	(33.3)	(2.6)	(65)
Net loss attributable to Dun & Bradstreet	(51.7)	(208.0)	(76.7)	(166)

Details relating to the results of operations of Dun & Bradstreet (NYSE: "DNB") can be found in its periodic reports filed with the SEC.

Optimal Blue

On September 15, 2020, we completed our investment in Optimal Blue. We account for our investment in Optimal Blue under the equity method of accounting; therefore, its results of operations do not consolidate into ours.

Summarized financial information for Optimal Blue for the relevant dates and time periods included in Equity in earnings (losses) of unconsolidated affiliates in our Statements of Operations is presented below.

	Three months ended June 30, 2021	Six months ended June 2021
	(In millions)	(In millions)
Total revenues	\$ 44.3	\$ 85
Operating loss	(13.9)	(31)
Net loss	(18.7)	(40)

AmeriLife

On March 18, 2020, we closed on our \$125.0 million investment in the AmeriLife Joint Venture. Summarized financial information for AmeriLife for the relevant dates and time periods included in Investments in unconsolidated affiliates and Equity in earnings (losses) of unconsolidated affiliates in our Condensed Consolidated Balance Sheets and Statements of Operations, respectively, is presented below. We account for our investment in AmeriLife as an equity method investment and report our equity in earnings or loss of AmeriLife on a three-month lag. Accordingly, our net earnings for the three months ended June 30, 2021 includes our equity in AmeriLife's losses for the three months ended March 31, 2021.

	Three Months Ended March 31, 2021	Period from March 18, 2020 to March 31, 2020	Six Months Ended Mar 31, 2021
	(In millions)		
Total revenues	\$ 149.3	\$ 14.7	\$ 280
Operating income (loss)	26.6	(16.1)	24
Net income (loss)	14.2	(16.9)	0
Income attributable to noncontrolling interests	19.8	0.4	30
Net loss attributable to AmeriLife	(5.6)	(17.3)	(30)

Corporate and Other

The Corporate and Other segment consists of our share in the operations of certain controlled portfolio companies and other equity investments, activity of the corporate holding company and certain intercompany eliminations and taxes.

The following table presents the results from operations of our non-reportable Corporate and other segment:

	Three months ended June 30,		Six months ended June 30,	
	2021	2020	2021	2020
	(In millions)		(In millions)	
Revenues:				
Other operating revenue	\$ 12.5	\$ 3.2	\$ 17.1	\$ 6
Operating expenses:				
Personnel costs	15.5	16.1	19.3	36
Depreciation and amortization	0.8	0.7	1.5	1
Other operating expenses	38.2	9.3	68.5	18
Total operating expenses	54.5	26.1	89.3	56
Operating loss	(42.0)	(22.9)	(72.2)	(50)
Other income (expense):				
Interest, investment and other income	0.5	8.3	1.4	10
Interest elimination (expense)	—	0.1	0.3	(0)
Recognized gains (losses), net	273.0	578.2	(39.7)	1,485
Total other income (expense)	273.5	586.6	(38.0)	1,495
Earnings (loss) before income taxes and equity in losses of unconsolidated affiliates	\$ 231.5	\$ 563.7	\$ (110.2)	\$ 1,444

Other operating revenue increased \$9.3 million in the three months ended June 30, 2021 and \$10.8 million in the six months ended June 30, 2021 compared to the corresponding periods in 2020. The increase in both periods is attributable the impact of COVID-19 on our real estate and resort revenues in the three and six months ended June 30, 2020.

Personnel costs decreased \$0.6 million in the three months ended June 30, 2021 and decreased \$17.5 million in the six months ended June 30, 2021 compared to the corresponding periods in 2020. The decrease in the six month period was primarily driven by \$25.6 million in investment success bonuses paid in the 2020 period related to our sales of shares of Ceridian paid in 2020 compared to \$11.1 million of such expense in the 2021 period.

Other operating expenses increased by \$28.9 million in the three months ended June 30, 2021 and increased \$49.8 million in the six months ended June 30, 2021 compared to the corresponding periods in 2020. The increase was primarily driven by \$8.2 million and \$15.7 million of management fees and \$20.3 million and 37.4 million of carried interest expense incurred with our Manager in the three and six months ended June 30, 2021, respectively, compared to \$4.2 million and \$8.4 million of

management fees in the three and six months ended June 30, 2020, respectively. Carried interest payments in the 2021 periods were attributable to our distributions from Senator JV and sales of D&B.

Recognized (losses) gains, net, decreased \$305.2 million in the three months ended June 30, 2021 and decreased \$1,553.6 million in the six months ended June 30, 2021 compared to the corresponding period in 2020. The decrease is primarily attributable to greater gains on sales and fair value marks on our holdings of Ceridian in the three and six months ended June 30, 2020 compared to the three and six months ended June 30, 2021, offset by a gain of \$111.1 million on our sale of D&B shares in the three and six months ended June 30, 2021. See Note D for further information on recognized gains on equity securities.

Earnings (loss) before income taxes decreased \$332.2 million in the three months ended June 30, 2021 and decreased \$1,583.4 million in the six months ended June 30, 2021 compared to the corresponding periods in 2020. The decreased earnings was primarily attributable to the factors noted above.

Liquidity and Capital Resources

Cash Requirements. Our current cash requirements include personnel costs, operating expenses, taxes, payments of interest and principal on our debt, capital expenditures, and business acquisitions. There are no restrictions on our retained earnings regarding our ability to pay dividends to stockholders, although there are limits on the ability of certain subsidiaries to pay dividends to us, as a result of provisions in certain debt agreements. The declaration of any future dividends is at the discretion of our Board of Directors. Additional uses of cash flow are expected to include additional investments, business acquisitions or stock repurchases.

As of June 30, 2021, we had cash and cash equivalents of \$271.2 million, of which \$214.6 million was cash held by the corporate holding company, and \$200.0 million of capacity under our existing holding company credit facilities with the ability to add an additional \$400.0 million of borrowing capacity by amending our 2020 Margin Facility.

We continually assess our capital allocation strategy, including decisions relating to reducing debt, repurchasing our stock, and/or conserving cash. We believe that all anticipated cash requirements for current operations will be met from internally generated funds, cash dividends from subsidiaries, cash generated by investment securities, potential sales of non-strategic assets, and borrowings on existing credit facilities. Our short-term and long-term liquidity requirements are monitored regularly to ensure that we can meet our cash requirements. We forecast the needs of all of our subsidiaries and periodically review their short-term and long-term projected sources and uses of funds, as well as the asset, liability, investment and cash flow assumptions underlying such forecasts.

We are focused on evaluating our assets and investments as potential vehicles for creating liquidity. Our intent is to use that liquidity for general corporate purposes, including future investments, potentially reducing debt, repurchasing shares of our stock, other strategic initiatives and/or conserving cash.

Operating Cash Flow. Our cash flows used in operations for the six months ended June 30, 2021 and 2020 totaled \$67.2 million and \$81.3 million, respectively. The decrease in cash used in operations of \$15.6 million is primarily attributable to the timing of payment and receipt of working capital assets and liabilities.

Investing Cash Flows. Our cash flows (used in) provided by investing activities for the six months ended June 30, 2021 and 2020 were \$(282.0) million and \$83.3 million, respectively. The decrease in cash provided by (increase in cash used in) investing activities of \$365.3 million in the 2021 period from the 2020 period is primarily attributable to a net decrease in proceeds from sales of investments, net of investments in new and additional investments in unconsolidated affiliates in the 2021 period compared to the 2020 period.

Capital Expenditures. Total capital expenditures for property and equipment and other intangible assets were \$4.9 million and \$16.2 million for the six-month periods ended June 30, 2021 and 2020, respectively. The capital expenditures in 2021 and 2020 primarily consisted of purchases of equipment in our Restaurant Group segment.

Financing Cash Flows. Our cash flows (used in) provided by financing activities for the six months ended June 30, 2021 and 2020 were \$(100.2) million and \$387.0 million, respectively. The decrease in cash provided by financing activities of \$486.8 is primarily attributable to net proceeds of \$455.0 million from an equity offering shares of our common stock in the six months ended June 30, 2020 and increased treasury repurchases of \$73.6 million in the six months ended June 30, 2021, partially offset by greater net debt paydowns (net of borrowings) of \$44.9 million in the six months ended June 30, 2020.

Financing Arrangements. For a description of our financing arrangements, see Note F included in Item 1 of Part 1 of this Quarterly Report, which is incorporated by reference into this Item 2 of Part I.

Seasonality. There have been no material changes to the seasonality experienced in our businesses from those described for the period as of and for the year ended December 31, 2020 included in our Annual Report on Form 10-K.

Contractual Obligations. Our long term contractual obligations generally include our credit agreements and other debt facilities, lease payments and financing obligations on certain of our premises and equipment, purchase obligations of the Restaurant Group and payments to our Manager.

Operating lease payments include the expected future rent payments of the Company and its operating subsidiaries, primarily for the Restaurant Group. The operating leases are accounted for pursuant to ASC 842 *Leases*.

Purchase obligations include agreements to purchase goods or services that are enforceable, are legally binding and specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. The Restaurant Group has unconditional purchase obligations with various vendors, primarily related to food and beverage obligations with fixed commitments in regards to the time period of the contract and the quantities purchased with annual price adjustments that can fluctuate. Future purchase obligations are estimated by assuming historical purchase activity over the remaining, non-cancellable terms of the various agreements. For agreements with minimum purchase obligations, at least the minimum amounts we are legally required to purchase are included. These agreements do not include fixed delivery terms. We used both historical and projected volume and pricing as of June 30, 2021 to determine the amount of these obligations.

Pursuant to the terms of the Management Services Agreement between Cannae LLC and our Manager, Cannae LLC is obligated to pay our Manager a quarterly management fee equal to 0.375% (1.5% annualized) of the Company's cost of invested capital (as defined in the Management Services Agreement) as of the last day of each fiscal quarter, payable in arrears in cash, as may be adjusted pursuant to the terms of the Management Services Agreement. Management fees payable to our Manager are included for the initial 5-year term of the Management Services Agreement that began in September 2019 and are based on our cost of invested capital of \$2,364.3 million as of June 30, 2021.

Restaurant Group financing obligations include its agreements to lease its corporate office and certain O'Charley's restaurant locations, which are accounted for as failed sale and leaseback transactions.

As of June 30, 2021, our required annual payments relating to these contractual obligations were as follows:

	2021	2022	2023	2024	2025	Thereafter	Total
	(In millions)						
Operating lease payments	\$ 18.2	\$ 35.8	\$ 32.4	\$ 24.3	\$ 21.3	\$ 146.9	\$ 278
Unconditional purchase obligations	43.3	14.7	8.7	7.1	5.9	6.8	86
Notes payable	4.2	26.6	8.2	0.9	0.6	12.0	52
Management fees payable to Manager	16.3	32.7	32.7	27.3	—	—	109
Restaurant Group financing obligations	1.7	3.4	3.4	3.4	3.5	24.2	39
Total	\$ 83.7	\$ 113.2	\$ 85.4	\$ 63.0	\$ 31.3	\$ 189.9	\$ 566

See Note A and Note C to our Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report for further discussion of our commitments to fund the Forward Purchase Agreement and Subscription Agreements.

Capital Stock Transactions. On September 19, 2019, our Board of Directors approved a three-year stock repurchase program effective September 19, 2019 (the "2019 Repurchase Program") under which we may purchase up to 5 million shares of our CNNE common stock through September 30, 2022. We may make repurchases from time to time in the open market, in block purchases or in privately negotiated transactions, depending on market conditions and other factors.

On March 1, 2021, we announced that our Board has authorized an additional three-year stock repurchase program, effective February 26, 2021 (the "2021 Repurchase Program"), under which the Company may repurchase up to 10 million shares of its common stock. Purchases may be made from time to time in the open market at prevailing prices or in privately negotiated transactions through February 26, 2024. The repurchase program does not obligate the Company to acquire any specific number of shares and may be suspended or terminated at any time.

We repurchased 2,528,168 shares of CNNE common stock during the six months ended June 30, 2021 for approximately \$89.7 million in the aggregate, or an average of \$35.49 per share. Since the original commencement of the 2019 Repurchase Program through market close on June 30, 2021, we repurchased a total of 3,216,584 common shares for approximately \$109.1 million in the aggregate, or an average of \$33.90 per share.

Off-Balance Sheet Arrangements. There have been no significant changes to our off-balance sheet arrangements since our Annual Report.

Item 3. Quantitative and Qualitative Disclosure about Market Risk

There have been no material changes in the market risks described in our Annual Report on Form 10-K for the year ended December 31, 2020.

Item 4. Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is: (a) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms; and (b) accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II: OTHER INFORMATION**Item 1. Legal Proceedings**

See discussion of legal proceedings in Note G. *Commitments and Contingencies* to the Condensed Consolidated Financial Statements included in Item 1 of Part I of this Quarterly Report, which is incorporated by reference into this Item 1 of Part II.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table summarizes repurchases of equity securities by the Company during the three months ended June 30, 2021:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Publicly Announced Plans or Programs (2)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (3)
4/2021 - 4/30/2021	—	—	—	14,311,584
5/2021 - 5/31/2021	1,299,951	36.29	1,299,951	13,011,633
6/2021 - 6/30/2021	1,228,217	34.65	1,228,217	11,783,416
Total	2,528,168	\$35.49	2,528,168	

(1) On September 19, 2019, our Board of Directors approved the 2019 Repurchase Program, under which we may purchase up to 5 million shares of our CNNE common stock through September 30, 2022.

(2) On March 1, 2021, our Board of Directors approved the 2021 Repurchase Program, under which we may purchase up to 10 million shares of our CNNE common stock through February 26, 2024.

(3) As of the last day of the applicable month.

Item 6. Exhibits

(a) Exhibits:

EXHIBIT INDEX

10.1	Backstop Agreement, dated as of May 10, 2021, by and among Austerlitz Acquisition Corporation I and Cannae Holdings, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed May 10, 2021).
10.2	Amended and Restated Sponsor Agreement, dated as of May 10, 2021 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed May 10, 2021).
10.3	FPA Mutual Termination Agreement, dated as of May 10, 2021, by and among Austerlitz Acquisition Corporation I and Cannae Holdings, Inc. (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed May 10, 2021).
10.4	Backstop Agreement, dated as of June 28, 2021, by and among Trebia Acquisition Corp. and Cannae Holdings, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed June 29, 2021).
10.5	Amended and Restated Sponsor Agreement, dated as of June 28, 2021 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed June 29, 2021).
10.6	FPA Termination Agreement, dated as of June 28, 2021, by and among Trebia Acquisition Corp. and Cannae Holdings, Inc. (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed June 29, 2021).
10.7	Amended and Restated Management Services Agreement, dated as of August 4, 2021, by and among Cannae Holdings, Inc., Cannae Holdings, LLC and Trasimene Capital Management, LLC
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification by Principal Executive Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
32.2	Certification by Chief Financial Officer of Periodic Financial Reports pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350.
101.INS	Inline XBRL Instance Document *
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
104	Cover Page Interactive Data File formatted in Inline XBRL and contained in Exhibit 101.

* The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.

SIGNATURES

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

Date: August 5, 2021

CANNAE HOLDINGS, INC.
(registrant)

By: /s/ Bryan D. Coy
Bryan D. Coy
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

BY AND AMONG

CANNAE HOLDINGS, INC.,

CANNAE HOLDINGS, LLC

AND

TRASIMENE CAPITAL MANAGEMENT, LLC

Amended and Restated as of August 4, 2021

Originally effective as of September 1, 2019

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THIS AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT (this “*Agreement*”) is made as of August 4, 2021 by and between Cannae Holdings, Inc., a Delaware corporation (“*Cannae Inc.*”), Cannae Holdings, LLC, a Delaware limited liability company (“*Cannae LLC*”), and Trasimene Capital Management, LLC, a Delaware limited liability company (the “*Manager*”). Each party hereto shall be referred to as, individually, a “*Party*” and, collectively, the “*Parties*.”

WHEREAS, the Parties entered into that certain Management Services Agreement dated as of August 27, 2019 and effective as of September 1, 2019, as amended on January 27, 2021 (the “*Original MSA*”), pursuant to which the Manager agreed to provide certain management services to Cannae Inc. and the Subsidiaries; and

WHEREAS, the Parties desire to amend and restate the Original MSA in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the Parties hereto agree that the Original MSA is hereby amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise noted, for all purposes of this Agreement, the following terms shall have the respective meanings set forth in this Section 1.1, which meanings shall apply equally to the singular and plural forms of the terms so defined and the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision:

“*Adjusted Management Fee*” has the meaning set forth in Section 7.1(c) hereof.

“*Adjustment Date*” has the meaning set forth in Section 7.1(c) hereof.

“*Affiliate*” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person or (ii) any officer, director, general member, member, manager or trustee of such Person. For purposes of this definition, the terms “controlling,” “controlled by” or “under common control with” shall mean, with respect to any Persons, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, managers, general members, or Persons exercising similar authority with respect to such Person.

“*Agreement*” has the meaning set forth in the preamble of this Agreement.

“*Automatic Renewal Term*” has the meaning set forth in Section 2.2 hereof.

“**Board**” means the board of directors of Cannae Inc.

“**Built-In Gain**” has the meaning set forth in the LLC Agreement.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banks in The City of New York are required, permitted or authorized, by applicable law or executive order, to be closed for regular banking business.

“**Cannae Inc.**” has the meaning set forth in the preamble of this Agreement.

“**Cannae LLC**” has the meaning set forth in the preamble of this Agreement.

“**Cannae Officer Compensation Fees**” means the aggregate compensation paid by Cannae LLC to any officer of Cannae Inc. who is also a member, employee or officer of the Manager and receives compensation from the Manager.

“**Calculation Date**” means, with respect to any Fiscal Quarter, the last day of such Fiscal Quarter.

“**Change in Control**” means that the conditions set forth in any one of the following subsections shall have been satisfied:

(a) an acquisition immediately after which any Person possesses direct or indirect beneficial ownership of 50% or more of either the then outstanding shares of common stock of Cannae Inc. or the combined voting power of the then outstanding voting securities of Cannae Inc. entitled to vote generally in the election of directors (the “Outstanding Cannae Voting Securities”); *provided* that the following acquisitions shall be excluded: (i) any acquisition directly from Cannae Inc., other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from Cannae Inc., (ii) any acquisition by Cannae Inc., (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Cannae Inc. or any Subsidiary, or (iv) any acquisition pursuant to a transaction that complies with paragraphs (i), (ii) and (iii) of subsection (c) of this definition; or

(b) during any period of two (2) consecutive years, the individuals who, as of the beginning of such period, constitute the Board (for purposes of this definition, such Board shall be referred to as the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; *provided* that for purposes of this definition, any individual who becomes a member of the Board subsequent to the beginning of such period and whose election, or nomination for election by the stockholders of Cannae Inc., was approved by a vote of at least two-thirds (2/3) of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this proviso) shall be considered as though such individual were a member of the Incumbent Board; *provided*, further, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board; or

(c) consummation of a reorganization, merger, share exchange, consolidation or sale or other disposition of all or substantially all of the assets of Cannae Inc. (“Corporate Transaction”); excluding, however, such a Corporate Transaction pursuant to which: (i) all or substantially all of the individuals and entities who have beneficial ownership, respectively, of the outstanding shares of common stock of Cannae Inc. and Outstanding Cannae Voting Securities immediately prior to such Corporate Transaction will have beneficial ownership, directly or indirectly, of more than 50% of, respectively, the outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, Cannae Inc. or a corporation that as a result of such transaction owns Cannae Inc. or all or substantially all of Cannae Inc.’s assets either directly or through one or more subsidiaries) (the “Resulting Corporation”) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the outstanding shares of common stock of Cannae Inc. and Outstanding Cannae Voting Securities, as the case may be; (ii) no Person (other than (1) Cannae Inc., (2) an employee benefit plan (or related trust) sponsored or maintained by Cannae Inc. or Resulting Corporation, or (3) any entity controlled by Cannae Inc. or Resulting Corporation) will have beneficial ownership, directly or indirectly, of 50% or more of, respectively, the outstanding shares of common stock of the Resulting Corporation or the combined voting power of the outstanding voting securities of the Resulting Corporation entitled to vote generally in the election of directors, except to the extent that such ownership existed prior to the Corporate Transaction; and (iii) individuals who were members of the Incumbent Board will continue to constitute at least a majority of the members of the board of directors of the Resulting Corporation; or

(d) the approval by the stockholders of Cannae Inc. of a complete liquidation or dissolution of Cannae Inc.

“**Chief Financial Officer**” means the Chief Financial Officer of Cannae Inc., including any interim Chief Financial Officer.

“**Cost of Invested Capital**” means the aggregate value of Cannae Inc.’s cash investment in each Portfolio Company as reflected on the books and records of Cannae Inc. and calculated in accordance with Cannae Inc.’s valuation policies.

The Cost of Invested Capital will automatically be increased by the amount of any additional cash investments in the Portfolio Companies made after the Effective Date and decreased pro rata by distributions or other liquidity events. The Cost of Invested Capital for new Portfolio Companies shall equal Cannae Inc.’s basis in such new Portfolio Company when acquired.

“**Effective Date**” means September 1, 2019.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Expenses**” has the meaning set forth in Section 7.2(a) hereof.

“**Federal Securities Laws**” means, collectively, the Securities Act, the Exchange Act, the Investment Advisers Act and the rules and regulations promulgated thereunder.

“**Final Management Fee**” has the meaning set forth in Section 7.1(b) hereof.

“**Fiscal Quarter**” means Cannae Inc.’s fiscal quarter for purposes of its reporting obligations under the Exchange Act.

“**Fiscal Year**” means Cannae Inc.’s fiscal year for purposes of reporting its income for federal income tax purposes.

“**GAAP**” means generally accepted accounting principles in effect in the United States, consistently applied.

“**Gross Carry Amount**” has the meaning set forth in the LLC Agreement.

“**Incur**” means, with respect to any Indebtedness or other obligation of a Person, to create, issue, acquire (by conversion, exchange or otherwise), assume, suffer, guarantee or otherwise become liable in respect of such Indebtedness or other obligation.

“**Indebtedness**” means, with respect to any Person, (i) any liability for borrowed money, or under any reimbursement obligation relating to a letter of credit, (ii) all indebtedness (including bond, note, debenture, purchase money obligation or similar instrument) for the acquisition of any businesses, properties or assets of any kind (other than property, including inventory, and services purchased, trade payables, other expenses accruals and deferred compensation items arising in the Ordinary Course of Business), (iii) all obligations under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (iv) any liabilities of others described in the preceding clauses (i) to (iii) (inclusive) that such Person has guaranteed or that is otherwise its legal liability, and (v) (without duplication) any amendment, supplement, modification, deferral, renewal, extension or refunding of any liability of the types referred to in clauses (i) through (iv) above.

“**Initial Term**” has the meaning set forth in Section 2.2 hereof.

“**Investment Advisers Act**” means the Investment Advisers Act of 1940, as amended.

“**Investment Company Act**” means the Investment Company Act of 1940, as amended.

“**Investments**” means investments of Cannae Inc. and the Subsidiaries.

“**LLC Agreement**” means the Amended & Restated Operating Agreement of Cannae Holdings, LLC, including all exhibits and schedules attached thereto, as may be amended, revised, supplemented or otherwise modified from time to time.

“**Management Fee**” has the meaning set forth in Section 7.1(a) hereof.

“Management Fee Payment Date” means, with respect to any Calculation Date, the date that is ten (10) Business Days following the receipt by Cannae Inc. and Cannae LLC of the calculation of the Management Fee from the MSA Administrator with respect to such Calculation Date.

“Manager” has the meaning set forth in the preamble of this Agreement.

“Manager Indemnitee” has the meaning set forth in Section 9.1 hereof.

“Manager Termination Notice” has the meaning set forth in Section 8.1 hereof.

“MSA Administrator” means, as of any Calculation Date, (i) for so long as this Agreement remains in full force and effect as of such Calculation Date, the Manager, and (ii) thereafter, the Chief Financial Officer.

“Offsetting Merger and Acquisition Advisory Fees” means the aggregate fees paid directly by any Subsidiary of Cannae Inc. to the Manager for the performance by the Manager of merger and acquisition advisory services (which may or may not be similar to the Services) for such Subsidiary.

“Ordinary Course of Business” means, with respect to any Person, an action taken by such Person if such action is (i) consistent with the past practices of such Person and is taken in the normal day-to-day business or operations of such Person and (ii) which is not required to be specifically authorized or approved by the board of directors of such Person.

“Original MSA” has the meaning set forth in the preamble of this Agreement.

“Over-Paid Management Fees” means, as of any Calculation Date, the amount by which (i) Adjusted Management Fees that were actually paid on all Management Fee Payment Dates preceding such Calculation Date, *exceeded* (ii) Adjusted Management Fees that were actually due and payable by Cannae LLC on all such Management Fee Payment Dates, as determined by the MSA Administrator upon availability of Cannae Inc.’s final consolidated financial statements in accordance with Section 7.1(e); *provided*, that such amount shall not be less than zero.

“Party” and **“Parties”** have the meaning set forth in the preamble of this Agreement.

“Person” means an individual, a partnership, a joint venture, a corporation, an association, a joint stock company, a limited liability company, a trust, an estate, a nominee, an unincorporated organization or a government or any department or agency or political subdivision thereof.

“Portfolio Company,” individually or, collectively, **“Portfolio Companies,”** means each of the portfolio companies of Cannae Inc. as reflected on the books and records of Cannae Inc. (other than Wine Direct, Inc.) and any new portfolio company acquired by Cannae, Inc. or any of the Subsidiaries after the Effective Date that the Board determines is a Portfolio Company.

“SEC” means the United States Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Services**” has the meaning set forth in Section 3.1(b) hereof.

“**Shared Merger and Acquisition Advisory Fees**” means (a) 25% of the aggregate fees paid directly by any less than 50% directly or indirectly-owned subsidiary of Cannae Inc. to the Manager for the performance by the Manager of merger and acquisition advisory services (which may or may not be similar to the Services) for such less than 50% directly or indirectly-owned subsidiary of Cannae Inc. or (b) 25% of the aggregate fees paid directly by any third party unaffiliated with Cannae Inc. to the Manager for the performance by the Manager of merger and acquisition advisory services (which may or may not be similar to the Services) for such third party.

“**Subsidiary**” means, with respect to Cannae Inc., any other Person in which Cannae Inc., directly or indirectly through one or more Affiliates or otherwise, beneficially owns at least fifty percent (50%) of either the ownership interest (determined by equity or economic interests) in, or the voting control of, such other Person.

“**Termination Date**” has the meaning set forth in Section 8.3 hereof.

“**Termination Fee**” means, as of the Termination Date, the amount equal to the *sum* of (a) the average annual Management Fee earned by the Manager during the twenty-four (24) month period immediately preceding such Termination Date *plus* (b) the Gross Carry Amount on the Built-In Gain as of such Termination Date.

“**Termination Notice**” has the meaning set forth in Section 8.3 hereof.

“**Under-Paid Management Fees**” means, as of any Calculation Date, the amount by which (i) Adjusted Management Fees that were actually due and payable by Cannae Inc. on all Management Fee Payment Dates preceding such Calculation Date, as determined by the MSA Administrator upon availability of Cannae Inc.’s final consolidated financial statements in accordance with in Section 7.1(e) *exceeded* (ii) Adjusted Management Fees that were actually paid on all such Management Fee Payment Dates; *provided*, that such amount shall not be less than zero.

ARTICLE II

APPOINTMENT OF THE MANAGER; TERM

Section 2.1 Appointment. Cannae Inc. and Cannae LLC hereby agree to, and hereby do, appoint the Manager to perform the Services as set forth in Section 3.1 hereof and in accordance with the terms of this Agreement.

Section 2.2 Term. This Agreement is effective as of the Effective Date and shall continue in operation, unless terminated in accordance with the terms hereof, until the fifth (5th) anniversary of the Effective Date (the “**Initial Term**”). After the Initial Term, this Agreement shall be deemed renewed

automatically each year for an additional one-year period (an “**Automatic Renewal Term**”) unless terminated in accordance with the terms hereof.

ARTICLE III

OBLIGATIONS OF THE PARTIES

Section 3.1 Obligations of the Manager.

(a) Subject to the oversight and supervision of the Board and the terms and conditions of this Agreement, the Manager shall during the term of this Agreement (including any Automatic Renewal Term) (i) perform the Services as set forth in Section 3.1(b) below and (ii) comply with the provisions of the LLC Agreement, as amended from time to time, and the operational objectives and business plans of Cannae Inc. in existence from time to time. Cannae Inc. shall promptly provide the Manager with all amendments to the LLC Agreement and all stated operational objectives and business plans of Cannae Inc. (and the Subsidiaries, as applicable) approved by the Board and any other available information reasonably requested by the Manager.

(b) Subject to Article VII, the Manager agrees and covenants that it shall perform the following services (as may be modified from time to time pursuant to Section 3.4 hereof, the “**Services**”):

(i) manage Cannae Inc.’s and the Subsidiaries’ day-to-day business and operations, including assisting Cannae Inc. and the Subsidiaries in complying with all regulatory requirements applicable to Cannae Inc. and the Subsidiaries in respect of Cannae Inc.’s and the Subsidiaries’ business activities;

(ii) evaluate the financial and operational performance of any of the Subsidiaries, including monitoring the business and operations thereof, and the financial performance of any of Cannae Inc.’s or the Subsidiaries’ other assets;

(iii) provide, as determined necessary by the Manager and in accordance with the terms and conditions of this Agreement and the LLC Agreement, a management team to serve as executive officers of Cannae Inc. and the Subsidiaries or as members of the Board; and

(iv) subject to the other provisions of this Agreement, perform any other services for and on behalf of Cannae Inc. and the Subsidiaries to the extent that such services are consistent with those that are customarily performed by the executive officers and employees of a publicly listed company.

The foregoing Services shall include, but are not limited to, the following: (1) establishing and maintaining books and records of Cannae Inc. and the Subsidiaries in accordance with customary practice and GAAP; (2) recommend to the Board changes or other modifications in the capital structure of Cannae Inc. or the Subsidiaries, including repurchases; (3) recommend to the Board the engagement of or, if approval is not otherwise required hereunder, engage agents, consultants or other third party service providers to Cannae Inc. and the Subsidiaries, including accountants, lawyers or experts, in each case, as

may be needed by Cannae Inc. or the Subsidiaries from time to time; (4) subject to Section 3.1(g) hereof, maintain Cannae Inc.'s and the Subsidiaries' property and assets in the Ordinary Course of Business; (5) manage or oversee litigation, administrative or regulatory proceedings, investigations or any other reviews of Cannae Inc.'s and/or the Subsidiaries' business or operations that may arise in the Ordinary Course of Business or otherwise, subject to the approval of the Board to the extent necessary in connection with the settlement, compromise, consent to the entry of an order or judgment or other agreement resolving any of the foregoing; (6) establish and maintain appropriate insurance policies with respect to Cannae Inc.'s and the Subsidiaries' business and operations; (7) recommend to the Board the payment of dividends or other distributions on the equity interests of Cannae Inc.; (8) attend to the timely calculation and payment of taxes payable, and the filing of all taxes return due, by Cannae Inc. and the Subsidiaries; (9) make loans to, or arrange loans on behalf of, the Portfolio Companies; and (10) provide investment advice as requested from time to time by Cannae Inc. and the Subsidiaries.

(c) In connection with the performance of its obligations under this Agreement, the Manager shall be required to comply with Cannae Inc.'s internal policies and procedures regarding any actions requiring Board approval, as otherwise required by any Board (or any applicable committee thereof) or Cannae Inc.'s officers or as otherwise required by applicable law.

(d) In connection with the performance of the Services under this Agreement, the Manager shall be required to comply with Cannae Inc.'s internal compliance policies and procedures.

(e) In connection with the performance of the Services under this Agreement, the Manager shall have all necessary power and authority to perform, or cause to be performed, such Services on behalf of Cannae Inc. and the Subsidiaries.

(f) While the Manager is providing the Services under this Agreement, the Manager shall also be permitted to provide services, including services similar to the Services covered hereby, to other Persons, including Affiliates of the Manager, but the Manager shall not render any services to any other Person on behalf of Cannae Inc. or the Subsidiaries. This Agreement and the Manager's obligation to provide the Services under this Agreement shall not create an exclusive relationship between the Manager and its Affiliates, on the one hand, and Cannae Inc. and the Subsidiaries, on the other.

(g) For the avoidance of doubt, the Parties acknowledge and agree that the Manager shall not have custody (as defined in Rule 206(4)-2 under the Investment Advisers Act) of any assets of Cannae Inc. or the Subsidiaries.

Section 3.2 Obligations of Cannae Inc.

(a) Cannae Inc. shall, and shall cause the Subsidiaries to, do all things reasonably necessary as requested by the Manager consistent with the terms of this Agreement to enable the Manager to fulfill its obligations under this Agreement.

(b) Cannae Inc. shall:

i. direct its officers and employees to act in accordance with the terms of this Agreement and the reasonable directions of the Manager in fulfilling the Manager's obligations hereunder and allowing the Manager to exercise its powers and rights hereunder; and

ii. provide to the Manager all access, information and reports (including monthly management reports and all other relevant reports), which the Manager may reasonably require and on such dates as the Manager may reasonably require.

(c) Without the prior written consent of the Manager, Cannae Inc. shall not amend any provision of the LLC Agreement that adversely affects, either directly or indirectly, the rights of the Manager hereunder.

(d) Cannae Inc. agrees that, in connection with the performance by the Manager of its obligations hereunder, the Manager may recommend to Cannae Inc., and may engage in, transactions with any of the Manager's Affiliates; *provided*, that any such transactions shall be subject to the authorization and approval of Cannae Inc.'s Audit Committee and any other approval or consent required by applicable law. Cannae Inc. and Cannae LLC hereby acknowledge receipt of the Manager's Form ADV Parts 2A and 2B.

(e) Cannae Inc. shall take any and all actions necessary to ensure that it does not engage in any activities that would cause Cannae Inc. to become an "investment company" as defined in Section 3(a)(1) of the Investment Company Act, or any successor provision thereto.

Section 3.3 Business Opportunities.

(a) Except to the extent otherwise agreed between the Manager and Cannae Inc., the Manager, its members (including any natural persons) and any of its covered Affiliates or employees may engage in or possess an interest in other investments, business ventures or entities of any nature or description, independently or with others, similar or dissimilar to, or that compete with, the Investments or business of Cannae Inc., and may provide advice and other assistance to any such investment, business venture or entity, and Cannae Inc. shall have no rights by virtue of this Agreement in and to such investments, business ventures or entities or, except for the Shared Merger and Acquisition Advisory Fees, the income or profits derived therefrom, and the pursuit of any such investment or venture, even if competitive with the business of Cannae Inc. or the Subsidiaries, shall not be deemed wrongful or improper. None of the Manager, its members or any of its Affiliates or employees shall be obligated to present any particular investment or business opportunity to Cannae Inc. even if such opportunity is of a character that, if presented to Cannae Inc., could be taken by Cannae Inc. or its Subsidiaries, and the Manager, its members or any of its Affiliates or employees shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. While information and recommendations supplied to Cannae Inc. and the Subsidiaries shall, in the Manager's reasonable and good faith judgment, be appropriate under the circumstances and in light of the policies of Cannae Inc. and the Subsidiaries, such information and recommendations may be different in certain

material respects from the information and recommendations supplied by the Manager or any Affiliate of the Manager to others.

(b) Cannae Inc. acknowledges and agrees that (i) personnel and members of the Manager and its Affiliates may from time-to-time work on other projects and matters, and that conflicts may arise with respect to the allocation of personnel, (ii) there may be circumstances where the Manager and/or its members acquire knowledge of a potential transaction or matter which may be a corporate opportunity of Cannae Inc. or the Subsidiaries and the Manager, its members and/or its Affiliates, and such corporate opportunity may be pursued by the Manager, its members and/or its Affiliates or shared with other parties (in lieu of Cannae Inc. or the Subsidiaries), and (iii) the Manager, its members and/or its Affiliates may from time-to-time receive fees, compensation, profits interests and/or equity grants from third parties, including Portfolio Companies, for administrative or investment advisory services, or otherwise, and, while such fees, compensation and/or equity grants may give rise to conflicts of interest, Cannae Inc. and the Subsidiaries will not receive the benefit of any such fees, compensation, profits interest and/or equity grants (other than in connection with Offsetting Merger and Acquisition Advisory Fees pursuant to Section 7.2(c) hereof); provided, that the Manager shall share with Cannae Inc. or Cannae LLC the Shared Merger and Acquisition Advisory Fees. The Manager shall keep Cannae Inc.'s Audit Committee reasonably informed on a periodic basis in connection with the foregoing.

Section 3.4 Change of Services.

(a) Cannae Inc. and the Manager shall have the right at any time during the term of this Agreement (including any Automatic Renewal Term) to change the Services provided by the Manager, and any such changes shall in no way otherwise affect the rights or obligations of any Party hereunder.

(b) Any change in the Services shall be authorized in writing and evidenced by an amendment to this Agreement, as provided in Section 12.9 hereof. Unless otherwise agreed in writing, the provisions of this Agreement shall apply to all changes in the Services.

ARTICLE IV

POWERS OF THE MANAGER

Section 4.1 Powers of the Manager.

(a) The Manager shall, subject to the oversight and supervision of the Board and the terms and conditions of this Agreement (including Section 3.1(g)), have general supervision of the day-to-day business of Cannae Inc. (and the Subsidiaries, as applicable), including general executive charge, management and control of the properties, business and operations of Cannae Inc. (and the Subsidiaries, as applicable), with all such powers as may reasonably be incident to such responsibilities. The Manager shall also perform such other duties and may exercise such other powers as from time to time may be assigned to the Manager by the Board.

(b) Subject to Section 4.2 and for purposes other than to delegate its duties and powers to perform the Services hereunder, the Manager shall have the power to engage agents (including real estate agents and managing agents), valuers, contractors and advisors (including accounting, financial, tax and legal advisors) that it deems necessary or desirable in connection with the performance of its obligations hereunder, which costs therefor shall be subject to reimbursement in accordance with Section 7.2 hereof.

Section 4.2 Delegation. The Manager may, subject to applicable law, delegate or appoint:

(a) Any of its Affiliates as its agent, at its own cost and expense, to perform any or all of the Services hereunder; or

(b) Any other Person, whether or not an Affiliate of the Manager, as its agent, at its own cost and expense, to perform those Services hereunder which, in the sole discretion of the Manager, are not critical to the ability of the Manager to satisfy its obligations hereunder;

provided, however, that, in each case, the Manager shall not be relieved of any of its obligations or duties owed to Cannae Inc. or the Subsidiaries hereunder as a result of such delegation. The Manager shall be permitted to share information of Cannae Inc. and the Subsidiaries with its appointed agents subject to appropriate and reasonable confidentiality arrangements. For the avoidance of doubt, any reference to Manager herein shall include its delegates or appointees pursuant to this Section 4.2.

ARTICLE V

INSPECTION OF RECORDS

Section 5.1 Books and Records of Cannae Inc. At all reasonable times and on reasonable notice, the Manager and any Person authorized by the Manager shall have access to, and the right to inspect, for any reasonable purpose, during the term of this Agreement (including any Automatic Renewal Term) and for a period of five (5) years after termination hereof, the books, records and data stored in computers and all documentation of Cannae Inc. and the Subsidiaries pertaining to all Services performed by the Manager or the Management Fee to be paid by Cannae LLC to the Manager, in each case, hereunder. There shall be no cost or expense charged by any Party to another Party pursuant to the exercise of rights under this Section 5.1.

Section 5.2 Books and Records of the Manager. At all reasonable times and on reasonable notice, any Person authorized by Cannae Inc. shall have access to, and the right to inspect the books, records and data stored in computers and all documentation of the Manager pertaining to all Services performed by the Manager or the Management Fee to be paid by Cannae LLC to the Manager, in each case, hereunder. There shall be no cost or expense charged by any Party to another Party pursuant to the exercise of rights under this Section 5.2.

ARTICLE VI

AUTHORITY OF CANNAE INC. AND THE MANAGER

Each Party represents to the others that it is duly authorized with full power and authority to execute, deliver and perform its obligations and duties under this Agreement. Cannae Inc. represents that the engagement of the Manager has been duly authorized by the Board and is in accordance with all governing documents of Cannae Inc.

ARTICLE VII

MANAGEMENT FEE; EXPENSES

Section 7.1 Management Fee.

(a) **Obligation.** Subject to the terms and conditions set forth in this Section 7.1, for the term of this Agreement, including any Automatic Renewal Term, (i) the MSA Administrator shall calculate the fee payable to the Manager in accordance with this Section 7.1 (the “**Management Fee**”), and the components thereof, in accordance with Section 7.1(b) hereof and (ii) Cannae LLC shall pay the Management Fee to the Manager in accordance with Section 7.1(d) hereof.

(b) **Calculation of Management Fee.** Subject to Section 7.1(e) hereof, as payment to the Manager for performing Services hereunder during any Fiscal Quarter or any part thereof, the MSA Administrator, as of any Calculation Date with respect to such Fiscal Quarter, shall calculate, on or promptly following such Calculation Date, the Management Fee with respect to such Fiscal Quarter, which shall be equal to, as of such Calculation Date, (a) the *product* of (i) 0.375%, *multiplied by* (ii) the Cost of Invested Capital as of such Calculation Date; *provided, however*, that, with respect to the Fiscal Quarter in which the Effective Date occurs, the Management Fee shall be equal to the product of (i) (x) 0.375%, multiplied by (y) the Cost of Invested Capital as of such Calculation Date, multiplied by (ii) a fraction, the numerator of which is the number of days from and including the Effective Date to and including the last day of such Fiscal Quarter and the denominator of which is the number of days in such Fiscal Quarter; *provided, further, however*, that, with respect to the Fiscal Quarter in which this Agreement is terminated, the Management Fee shall be equal to the *product* of (i)(x) 0.375%, *multiplied by* (y) the Cost of Invested Capital as of such Calculation Date, *multiplied by* (ii) a fraction, the numerator of which is the number of days from and including the first day of such Fiscal Quarter to but excluding the date upon which this Agreement is terminated and the denominator of which is the number of days in such Fiscal Quarter (such amount so calculated in accordance with this proviso, the “**Final Management Fee**”).

(c) **Adjustment of Management Fee.** The amount of any Management Fee calculated in accordance with Section 7.1(b) hereof as of any Calculation Date shall be adjusted, on a dollar-for-dollar basis (such Management Fee, as adjusted, the “**Adjusted Management Fee**”), by the MSA Administrator immediately prior to the Management Fee Payment Date with respect to such Calculation Date (such date of adjustment, the “**Adjustment Date**”) as follows:

- i. *reduced*, on a dollar-for-dollar basis, by the aggregate amount of all Cannae Officer Compensation Fees, if any, existing as of such Calculation Date;
- ii. *reduced*, on a dollar-for-dollar basis, by the aggregate amount of all Offsetting Merger and Acquisition Advisory Fees, if any, existing as of such Calculation Date;
- iii. *reduced*, on a dollar-for-dollar basis, by the aggregate amount of all Over-Paid Management Fees, if any, existing as of such Calculation Date;
- iv. *increased*, on a dollar-for-dollar basis, by the aggregate amount of all Under-Paid Management Fees, if any, existing as of such Calculation Date; and
- v. *increased*, on a dollar-for-dollar basis, by the aggregate amount of all accrued and unpaid Management Fees, if any, as of such Calculation Date, without duplication of any of the foregoing.

(d) **Payment of Adjusted Management Fee.** Following the MSA Administrator’s calculation of the Adjusted Management Fee, the MSA Administrator shall promptly deliver a copy of the Adjusted Management Fee to Cannae Inc.’s Compensation Committee and Cannae LLC. Following such delivery, subject to Section 7.1(f) hereof, Cannae LLC shall pay to the Manager, on the Management Fee Payment Date with respect to any Calculation Date, the Adjusted Management Fee as of such Calculation Date. Any such payment shall be made in U.S. dollars by wire transfer in immediately available funds to an account or accounts designated by the Manager from time to time.

(e) **Basis for Calculation of Management Fee and Adjusted Management Fee.** The calculation of the Management Fee, including the components thereof, with respect to any Fiscal Quarter on any Calculation Date shall be based on (i) Cannae Inc.’s audited consolidated financial statements to the extent available, (ii) if audited consolidated financial statements are not available, then Cannae Inc.’s unaudited consolidated financial statements to the extent available, and (iii) if neither audited nor unaudited consolidated financial statements are available, then Cannae Inc.’s books and records then available; *provided*, that, with respect to any calculation of the Management Fee based on Cannae Inc.’s books and records, upon availability of the earlier of (x) Cannae Inc.’s audited consolidated financial statements and (y) Cannae Inc.’s unaudited consolidated financial statements, in each case, relating to amounts previously calculated on such Calculation Date by reference to Cannae Inc.’s books and records, the MSA Administrator shall recalculate (A) any Management Fees, and any components thereof, that were previously calculated based on such books and records and (B) any Adjusted Management Fees that were calculated based on such Management Fees, in each case, to determine if any Over-Paid Management Fee or Under-Paid Management Fee were outstanding as of such Calculation Date; *provided, further*, that the amount so recalculated shall be conclusive and binding on the Parties hereto and no further recalculations shall be required or permitted except that a further recalculation shall be

required and performed (A) upon a demonstration of clear error with respect to any prior calculation or recalculation or (B) upon the restatement of the consolidated financial statements of Cannae Inc., or any amounts therein, underlying any prior calculation or recalculation, in each case, at any time. The calculation of Adjusted Management Fees, including the components thereof, as of any Adjustment Date shall be made based on information that is available as of such Adjustment Date; *provided*, that if any events occur after such Adjustment Date that would affect the amount of Adjusted Management Fees calculated as of such Adjustment Date, then the MSA Administrator shall recalculate Adjusted Management Fees as of such Adjustment Date to determine if any Over-Paid Management Fee or Under-Paid Management Fee were created as of the Calculation Date immediately succeeding such Adjustment Date. The Parties acknowledge that all Cannae Officer Compensation Fees shall be borne at all times exclusively by Cannae Inc. and shall not be payable by the Manager under any circumstances. Cannae Inc. shall provide the Manager with such written detail as the Manager may reasonably request to support Cannae Inc.'s determination of the Cannae Officer Compensation Fees. Notwithstanding the foregoing, the calculation of the Final Management Fee, including the components thereof, shall be made and based on Cannae Inc.'s unaudited consolidated financial statements for the applicable Fiscal Quarter when such unaudited consolidated financial statements are available; *provided*, that, once calculated, no further recalculation of Final Management Fee shall be required or permitted.

(f) **Sufficient Liquidity.** If Cannae LLC does not have sufficient liquid assets to timely pay the entire amount of the Management Fee due on any Management Fee Payment Date, Cannae LLC shall liquidate assets or Incur Indebtedness in order to pay such Management Fee in full on such Management Fee Payment Date; *provided*, that the Manager may elect, in its sole discretion by delivery of written notice to Cannae Inc. and Cannae LLC prior to such Management Fee Payment Date, to allow Cannae LLC to defer the payment of all or any portion of the Management Fee otherwise due and payable on such Management Fee Payment Date until the next succeeding Management Fee Payment Date. If the Manager elects to allow such a deferral of payment of the Management Fee, interest will be charged on such Management Fee at a rate equal to the "prime" rate, as announced from time to time by The Wall Street Journal, plus 2% per annum until the date of payment of such Management Fee by Cannae LLC to the Manager.

(g) **Books and Records.** The MSA Administrator shall maintain cumulative books and records with respect to the details of any calculations made pursuant to this Section 7.1, which records shall be available for inspection and reproduction at any time upon request by the Board and, if the Manager is not the MSA Administrator, the Manager.

Section 7.2 Reimbursement of Expenses.

(a) Cannae LLC shall pay all of Cannae Inc.'s and Cannae LLC's expenses and shall reimburse the Manager for documented expenses of the Manager incurred on Cannae Inc.'s and Cannae LLC's behalf (collectively, the "**Expenses**") excepting those expenses that are specifically the responsibility of the Manager as set forth herein. Expenses include all costs and expenses which are

expressly designated elsewhere in this Agreement as Cannae Inc.'s or Cannae LLC's expenses, together with the following:

- i. costs and expenses associated with the issuance and transaction costs incident to the acquisition, disposition and financing of Investments;
- ii. costs of legal, tax, accounting, consulting, auditing, administrative and other similar services rendered for Cannae Inc. and the Subsidiaries by providers retained by the Manager or, if provided by the Manager's personnel, in amounts which are no greater than those which would be payable to outside professionals or consultants engaged to perform such services pursuant to agreements negotiated on an arm's-length basis;
- iii. the compensation and expenses of Cannae Inc.'s directors and the cost of liability insurance to indemnify Cannae Inc.'s directors and officers;
- iv. costs associated with the establishment and maintenance of any of Cannae Inc.'s or any Subsidiary's credit or other indebtedness of Cannae Inc. or any Subsidiary (including commitment fees, accounting fees, legal fees, closing and other similar costs) or any of Cannae Inc.'s or any Subsidiary's securities offerings;
- v. expenses connected with communications to holders of Cannae Inc.'s or any Subsidiary's securities and other bookkeeping and clerical work necessary in maintaining relations with holders of such securities and in complying with the continuous reporting and other requirements of governmental bodies or agencies, including, without limitation, all costs of preparing and filing required reports with the Securities and Exchange Commission, the costs payable by Cannae Inc. to any transfer agent and registrar in connection with the listing and/or trading of Cannae Inc.'s stock on any exchange, the fees payable by Cannae Inc. to any such exchange in connection with its listing, costs of preparing, printing and mailing Cannae Inc.'s annual report to its stockholders and proxy materials with respect to any meeting of Cannae Inc.'s stockholders;
- vi. costs associated with any computer software or hardware, electronic equipment or purchased information technology services from third party vendors that is used by Cannae Inc. and/or the Subsidiaries;
- vii. expenses incurred by managers, officers, personnel and agents of the Manager for travel on Cannae Inc.'s or any Subsidiary's behalf and other out-of-pocket expenses incurred by managers, officers, personnel and agents of the Manager while providing the Services;
- viii. costs and expenses incurred with respect to market information systems and publications, research publications and materials, and settlement, clearing and custodial fees and expenses;
- ix. compensation and expenses of Cannae Inc.'s transfer agent, if any;
- x. the costs of maintaining compliance with all U.S. federal, state and local rules and regulations or those of any other regulatory agency;
- xi. all taxes and license fees;
- xii. all insurance costs incurred in connection with the operation of Cannae Inc.'s and the Subsidiaries' business, except for the costs attributable to the insurance that the Manager elects to carry for itself and its personnel;

- xiii. all other costs and expenses relating to Cannae Inc.'s and the Subsidiaries' business;
- xiv. expenses relating to any office(s) or office facilities, including, but not limited to disaster backup recovery sites and facilities, maintained for Cannae Inc. and the Subsidiaries or Investments separate from the office or offices of the Manager;
- xv. expenses connected with the payments of interest, dividends or distributions in cash or any other form authorized or caused to be made by the Board to or on account of holders of Cannae Inc.'s or any Subsidiary's securities, including, without limitation, in connection with any dividend reinvestment plan;
- xvi. any judgment or settlement of pending or threatened proceedings (whether civil, criminal or otherwise) against Cannae Inc. or any of the Subsidiaries, or against any trustee, director, partner, member or officer of Cannae Inc. or of any of the Subsidiaries in his, her or its capacity as such for which Cannae Inc. or any of the Subsidiaries is required to indemnify such Person by any court or governmental agency;
- xvii. Cannae Inc.'s pro rata portion of rent, telephone, utilities, office furniture, equipment, machinery and other office, internal and overhead expenses attributable to the personnel of the Manager and its Affiliates required for the operations of Cannae Inc. and the Subsidiaries; and
- xviii. all other expenses actually incurred by the Manager (except as described below) which are reasonably necessary for the performance by the Manager of its duties and functions under this Agreement.

(b) Any Expense reimbursement shall be made upon demand by the Manager in U.S. dollars by wire transfer in immediately available funds to an account or accounts designated by the Manager from time to time.

(c) Except as otherwise provided for in this Section 7.2, all reimbursements made pursuant to this Section 7.2 shall be reviewed by Cannae Inc.'s Compensation Committee on an annual basis in connection with the preparation of Cannae Inc.'s year-end audited consolidated financial statements. If Cannae Inc.'s Compensation Committee identifies any discrepancy in such reimbursements, then Cannae Inc.'s Compensation Committee, on behalf of Cannae Inc. and Cannae LLC, and the Manager shall mutually resolve such discrepancy.

ARTICLE VIII

TERMINATION

Section 8.1 Termination by the Manager. The Manager may resign and terminate this Agreement at any time with 180 days' prior written notice to Cannae Inc. of the Manager's intention to terminate this Agreement (the "***Manager Termination Notice***"), which right shall not be contingent upon the finding of a replacement manager. However, if the Manager resigns, until the date upon which the resignation becomes effective, the Manager shall, upon request of the Board, use reasonable efforts to assist the Board to find a replacement manager at no cost and expense to Cannae Inc. If Cannae Inc. has

not found a replacement manager by the 150th day after the date of delivery of the Manager Termination Notice, then Cannae Inc. shall have the right to extend the termination date by another 180 days or until the replacement manager has been in place for thirty (30) days.

Section 8.2 Termination by Cannae Inc. Cannae Inc. may terminate this Agreement if, at any time;

(a) there is a finding by a court of competent jurisdiction in a final, non-appealable order that (1) the Manager materially breached the terms of this Agreement and such breach continued unremedied for sixty (60) days after the Manager received written notice from Cannae Inc. setting forth the terms of such breach, or (2) the Manager (x) acted with gross negligence, willful misconduct, bad faith or reckless disregard in performing its duties and obligations under this Agreement or (y) engaged in fraudulent or dishonest acts in connection with the business and operations of Cannae Inc.;

(b) there is a finding by a court of competent jurisdiction in a final, non-appealable order that the Manager is demonstrably and materially incapable of performing its duties and obligations under this Agreement;

(c) a majority of the Board votes to terminate this Agreement; or

(d) William P. Foley II is (i) no longer a member of the Board, (ii) determined by a court of competent jurisdiction to be incapacitated or (iii) deceased.

Section 8.3 Directions. If an election is made to terminate this Agreement pursuant to Section 8.2 hereof, Cannae Inc. shall deliver to the Manager prior written notice of Cannae Inc.'s intention to terminate this Agreement (the "**Termination Notice**") designating the date on which the Manager shall cease to provide Services under this Agreement, and this Agreement shall terminate on such date (the "**Termination Date**"). If the election to terminate this Agreement is made pursuant to Section 8.2(c) or Section 8.2(d), Cannae Inc. shall deliver the Termination Notice not less than 180 days prior to the Termination Date. During the period between Cannae Inc.'s delivery of the Termination Notice and the Termination Date, the Manager shall continue to perform its duties and obligations as Manager under this Agreement and take all actions necessary to execute an orderly transition of the management of Cannae Inc.'s assets and bring the appointment of the Manager to an end. In addition, the Manager shall, at Cannae Inc.'s expense, deliver to any new manager or Cannae Inc. any books or records held by the Manager under this Agreement and shall execute and deliver such instruments and do such things as may reasonably be required to permit new management of Cannae Inc. to effectively assume its responsibilities.

Section 8.4 Payments Upon Termination.

(a) Notwithstanding anything in this Agreement to the contrary, the fees, costs and expenses payable to the Manager pursuant to Article VII hereof shall be payable to the Manager upon, and with

respect to, the termination of this Agreement pursuant to this Article VIII. All payments made pursuant to this Section 8.4(a) shall be made in accordance with Article VII hereof.

(b) Upon termination of this Agreement pursuant to the events set forth in Section 8.2(c) or Section 8.2(d) hereof, Cannae LLC shall pay the Termination Fee to the Manager. Any payments made pursuant to this Section 8.4(b) shall be made in U.S. dollars by wire transfer in immediately available funds to an account or accounts designated by the Manager from time to time.

(c) Upon termination of this Agreement pursuant to the events set forth in Section 8.1 hereof, Cannae LLC shall pay the Gross Carry Amount on the Built-In Gain to the Manager in compliance with the terms of the LLC Agreement.

(d) Subject to Section 8.4(a) hereof, no Termination Fee shall be due or payable by Cannae LLC to the Manager upon termination of this Agreement pursuant to any of the events set forth in Section 8.1 (subject to Section 8.4(c) hereof), Section 8.2(a) or Section 8.2(b) hereof.

Section 8.5 Change in Control of Cannae Inc. For the avoidance of doubt, upon a Change in Control of Cannae Inc., this Agreement shall not terminate, and any termination of this Agreement (which, if done by Cannae Inc. for any reason other than pursuant to 8.2(a) or 8.2(b), shall require payment of the Termination Fee by Cannae LLC) shall be only in accordance with the terms of this Agreement.

ARTICLE IX

INDEMNITY

Section 9.1 Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of Cannae Inc. Subject to Section 9.3 hereof, Cannae Inc. shall indemnify the Manager and any Affiliate, employee, consultant or agent thereof (each, a “**Manager Indemnitee**”) against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by each Manager Indemnitee in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Cannae Inc.), by reason of the fact that such Manager Indemnitee is or was the Manager, or is or was acting on behalf of the Manager pursuant to this Agreement, if such Manager Indemnitee acted in good faith and in a manner such Manager Indemnitee reasonably believed to be in or not opposed to the best interests of Cannae Inc. and, with respect to any criminal action or proceeding, such Manager Indemnitee had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Manager Indemnitee did not act in good faith and in a manner which such Manager Indemnitee reasonably believed to be in or not opposed to the best interests of Cannae Inc., and, with respect to any criminal action or proceeding, had reasonable cause to believe that its conduct was unlawful.

Section 9.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of Cannae Inc. Subject to Section 9.3 hereof, Cannae Inc. shall indemnify a Manager Indemnitee against expenses (including attorneys' fees) actually and reasonably incurred by such Manager Indemnitee in connection with the defense or settlement of any threatened, pending or completed action or suit by or in the right of Cannae Inc. to procure a judgment in its favor by reason of the fact that such Manager Indemnitee is or was the Manager, or is or was acting on behalf of the Manager pursuant to this Agreement, if such Manager Indemnitee acted in good faith and in a manner such Manager Indemnitee reasonably believed to be in or not opposed to the best interests of Cannae Inc.; except that no indemnification shall be made in respect of any claim, issue or matter as to which such Manager Indemnitee shall have been adjudged to be liable to Cannae Inc. unless and only to the extent that a court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Manager Indemnitee is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.3 Authorization of Indemnification. Any indemnification under this Article IX (unless ordered by a court) shall be made by Cannae Inc. only as authorized in the specific case upon a determination that indemnification of a Manager Indemnitee is proper in the circumstances because such Manager Indemnitee has met the applicable standard of conduct set forth in Section 9.1 or Section 9.2 hereof, as the case may be. Such determination shall be made (a) by a majority vote of the Board or (b) if a majority of the Board so directs, by independent legal counsel in a written opinion, or (c) by the stockholders of Cannae Inc. To the extent, however, that a Manager Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding described above or in defense of any claim, issue or matter therein, such Manager Indemnitee shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Manager Indemnitee in connection therewith, without the necessity of authorization in the specific case.

Section 9.4 Good Faith Defined. For purposes of any determination under Section 9.1 or 9.2 hereof, a Manager Indemnitee shall be deemed to have acted in good faith and in a manner such Manager Indemnitee reasonably believed to be in or not opposed to the best interests of Cannae Inc., or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe its conduct was unlawful, if its action is based on the records or books of account of Cannae Inc., or on information supplied to such Manager Indemnitee by the officers of Cannae Inc. in the course of their duties, or on the advice of legal counsel for Cannae Inc. or on information or records given or reports made to Cannae Inc. by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by Cannae Inc. The provisions of this Section 9.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a Manager Indemnitee may be deemed to have met the applicable standard of conduct set forth in Section 9.1 or 9.2 hereof, as the case may be.

Section 9.5 Indemnification by a Court. Notwithstanding any contrary determination made in any specific case under Section 9.3 hereof, and notwithstanding the absence of any determination made thereunder, a Manager Indemnitee may apply to any court of competent jurisdiction in the State of Nevada

for indemnification to the extent otherwise permissible under Sections 9.1 and 9.2 hereof. The basis of such indemnification by a court shall be a determination by such court that indemnification of such Manager Indemnitee is proper in the circumstances because such Manager Indemnitee has met the applicable standards of conduct set forth in Section 9.1 or 9.2 hereof. Neither a contrary determination in the specific case under Section 9.3 hereof nor the absence of any determination thereunder shall be a defense to such application or create a presumption that such Manager Indemnitee has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 9.5 shall be given to Cannae Inc. promptly upon the filing of such application. If successful, in whole or in part, such Manager Indemnitee shall also be entitled to be paid the expense of prosecuting such application.

Section 9.6 Expenses Payable in Advance. Expenses incurred by a Manager in defending or investigating a threatened or pending action, suit or proceeding shall be paid by Cannae Inc. in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Manager Indemnitee to repay such amount if it shall ultimately be determined that such Manager Indemnitee is not entitled to be indemnified by Cannae Inc. as authorized in this Article IX.

Section 9.7 Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article IX shall not be deemed exclusive of any other rights to which a Manager Indemnitee may be entitled under any bylaw of Cannae Inc., agreement, contract, vote of the stockholders of Cannae Inc. or disinterested directors of Cannae Inc. or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, it being the policy of Cannae Inc. that indemnification of a Manager pursuant to Sections 9.1 and 9.2 hereof shall be made to the fullest extent permitted by law. The provisions of this Article IX shall not be deemed to preclude the indemnification of a Manager Indemnitee if Cannae Inc. has the power or obligation to indemnify under the provisions of the laws of the State of Nevada or otherwise.

Section 9.8 Insurance. Cannae Inc. shall purchase and maintain insurance on behalf of the Manager Indemnitees against any liability asserted against a Manager Indemnitee and incurred by a Manager Indemnitee whether or not Cannae Inc. would have the power or the obligation to indemnify the manager against such liability under the provisions of this Article IX.

Section 9.9 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX shall, unless otherwise provided when authorized or ratified, continue as to a person or entity who has ceased to be a Manager Indemnitee and shall inure to the benefit of the heirs, executors, administrators and successors or permitted assigns of such a person or entity.

Section 9.10 Secondary Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, the other provisions of this Article IX shall not be deemed exclusive of any other rights to which those persons or entities provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of the stockholders of Cannae Inc. or

disinterested directors of Cannae Inc. or otherwise, both as to action in such person's or entity's official capacity and as to action in another capacity while holding such office or position. Notwithstanding the foregoing, it is acknowledged that certain persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Manager or one or more of the Affiliates of the Manager other than Cannae Inc. (any of such entities, together with their affiliates (other than Cannae Inc.), the "**Manager Sponsors**") as an employee of any of such entities (or their respective payroll companies) or pursuant to separate written agreements, which Cannae Inc. and the Manager Sponsors intends to be secondary to the primary obligation of Cannae Inc. to provide indemnification as provided herein. The Manager Sponsors shall be third-party beneficiaries of this Section 9.10, having the rights to enforce this Section 9.10.

ARTICLE X

LIMITATION OF LIABILITY OF THE MANAGER

Section 10.1 Limitation of Liability. The Manager shall not be liable for, and Cannae Inc. shall not take, or permit to be taken, any action against the Manager to hold the Manager liable for, any error of judgment or mistake of law or for any loss suffered by Cannae Inc. or the Subsidiaries (including, without limitation, by reason of the purchase, sale or retention of any security) in connection with the performance of the Manager's duties under this Agreement, except for a loss resulting from gross negligence, willful misconduct, bad faith or reckless disregard on the part of the Manager in the performance of its duties and obligations under this Agreement, or its fraudulent or dishonest acts with respect to Cannae Inc. or any of the Subsidiaries. Nothing contained in this Section 10.1 or any other provision of this Agreement that limits the legal rights of Cannae Inc. shall constitute a waiver by Cannae Inc. of any of its legal rights under applicable Federal Securities Laws or any other laws whose applicability is not permitted to be contractually waived.

Section 10.2 Reliance of Manager. The Manager may take and may act and rely upon:

(a) the opinion or advice of legal counsel, which may be in-house counsel to Cannae Inc. or the Manager, any U.S.-based law firm, or other legal counsel reasonably acceptable to the Board, in relation to the interpretation of this Agreement or any other document (whether statutory or otherwise) or generally in connection with Cannae Inc.;

(b) advice, opinions, statements or information from bankers, accountants, auditors, valuation consultants and other Persons consulted by the Manager who are in each case believed by the Manager in good faith to be expert in relation to the matters upon which they are consulted; and

(c) any other document provided to the Manager in connection with Cannae Inc. or the Subsidiaries upon which it is reasonable for the Manager to rely.

The Manager shall not be liable for anything done, suffered or omitted by it in good faith in reliance upon such opinion, advice, statement, information or document.

ARTICLE XI

LEGAL ACTIONS

Section 11.1 Third Party Claims.

(a) The Manager shall notify Cannae Inc. promptly of any claim made by any third party in relation to the assets of Cannae Inc. and shall send to Cannae Inc. any notice, claim, summons or writ served on the Manager concerning Cannae Inc.

(b) The Manager shall not, without the prior written consent of the Board, purport to accept or admit any claims or liabilities of which it receives notification pursuant to Section 11.1(a) hereof on behalf of Cannae Inc. or make any settlement or compromise with any third party in respect of Cannae Inc.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Obligation of Good Faith; No Fiduciary Duties. The Manager shall perform its duties under this Agreement in good faith and for the benefit of Cannae Inc. The relationship of the Manager to Cannae Inc. is as an independent contractor and nothing in this Agreement shall be construed to impose on the Manager an express or implied fiduciary duty except to the extent such duty may be imposed under the Investment Advisers Act.

Section 12.2 Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

Section 12.3 Compliance. The Manager shall (and must ensure that each of its officers, agents and employees) comply with any law, including the Federal Securities Laws and the securities laws of any applicable jurisdiction and the New York Stock Exchange (or any successor thereto) rules and regulations, in each case, as in effect from time to time, to the extent that it concerns the functions of the Manager under this Agreement.

Section 12.4 Effect of Termination. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect during the Initial Term and any Automatic Renewal Term thereafter until termination hereof in accordance with Article VIII. The obligations of Cannae Inc. set forth in Articles VIII and IX and Sections 7.2, 10.1, 12.5, 12.9 and 12.17 hereof shall survive such termination of this Agreement, subject to applicable law.

Section 12.5 Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) five (5) Business Days following deposit in the mails if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, if receipt thereof is confirmed by telephone, (iii) when delivered, if delivered personally to the intended recipient and (iv) two (2) Business Days following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

If to Cannae Inc., to:

Cannae Holdings, Inc.
1701 Village Center Circle
Las Vegas, Nevada 89134
Fax: (702) 234-3251
Attention: Executive Vice President, General Counsel and Corporate Secretary

If to the Manager, to:

Trasimene Capital Management, LLC
1701 Village Center Circle
Las Vegas, Nevada 89134
Fax: (702) 234-3251
Attention: Chief Compliance Officer

or to such other address or facsimile number as any such Party may, from time to time, designate in writing to all other Parties hereto, and any such communication shall be deemed to be given, made or served as of the date so delivered or, in the case of any communication delivered by mail, as of the date so received.

Section 12.6 Headings. The headings in this Agreement are included for convenience of reference only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect.

Section 12.7 Applicable Law. This Agreement, the legal relations between and among the Parties and the adjudication and the enforcement thereof shall be governed by and interpreted and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

Section 12.8 Submission to Jurisdiction; Waiver of Jury Trial. Each of the Parties hereby irrevocably acknowledges and consents that any legal action or proceeding brought with respect to any of the obligations arising under or relating to this Agreement may be brought in the courts of the State of

Nevada, County of Clark and City of Las Vegas or in the United States District Court for the District of Nevada and each of the Parties hereby irrevocably submits to and accepts with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party hereby further irrevocably waives any claim that any such courts lack jurisdiction over such Party, and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby brought in any of the aforesaid courts, that any such court lacks jurisdiction over such Party. Each Party irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party, at its address for notices set forth in Section 12.5 hereof; such service to become effective ten (10) days after such mailing. Each Party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder or under any other documents contemplated hereby that service of process was in any way invalid or ineffective. The foregoing shall not limit the rights of any Party to serve process in any other manner permitted by applicable law. The foregoing consents to jurisdiction shall not constitute general consents to service of process in the State of Nevada for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective Parties.

Each of the Parties hereby waives any right it may have under the laws of any jurisdiction to commence by publication any legal action or proceeding with respect to this Agreement. To the fullest extent permitted by applicable law, each of the Parties hereby irrevocably waives the objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement in any of the courts referred to in this Section 12.8 and hereby further irrevocably waives and agrees not to plead or claim that any such court is not a convenient forum for any such suit, action or proceeding.

The Parties agree that any judgment obtained by any Party or its successors or assigns in any action, suit or proceeding referred to above may, in the discretion of such Party (or its successors or assigns), be enforced in any jurisdiction, to the extent permitted by applicable law.

The Parties agree that the remedy at law for any breach of this Agreement may be inadequate and that should any dispute arise concerning any matter hereunder, this Agreement shall be enforceable in a court of equity by an injunction or a decree of specific performance. Such remedies shall, however, be cumulative and nonexclusive, and shall be in addition to any other remedies which the Parties may have.

Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation as between the Parties directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto. Each Party (i) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 12.8.

Section 12.9 Amendment; Waivers. No term or condition of this Agreement may be amended, modified or waived without the prior written consent of the Party against whom such amendment, modification or waiver will be enforced; *provided*, that any amendment of Article VII shall not be effective as to any Party hereto unless at least at least seventy-five percent (75%) of the Board votes in favor of approving such amendment. Any waiver granted hereunder shall be deemed a specific waiver relating only to the specific event giving rise to such waiver and not as a general waiver of any term or condition hereof.

Section 12.10 Remedies to Prevailing Party. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Section 12.11 Severability. Each provision of this Agreement is intended to be severable from the others so that if, any provision or term hereof is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect or impair the validity of the remaining provisions and terms hereof; *provided, however*, that the provisions governing payment of the Management Fee described in Article VII hereof are not severable.

Section 12.12 Benefits Only to Parties. Nothing expressed by or mentioned in this Agreement is intended or shall be construed to give any Person other than the Parties and their respective successors or permitted assigns, other than an indemnified Person, including any Manager Sponsor, pursuant to Article IX, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and for the benefit of no other Person, other than an indemnified Person, including any Manager Sponsor, pursuant to Article IX.

Section 12.13 Further Assurances. Each Party hereto shall take any and all such actions, and execute and deliver such further agreements, consents, instruments and any other documents as may be necessary from time to time to give effect to the provisions and purposes of this Agreement.

Section 12.14 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 12.15 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with regards to the subject matter of this Agreement. Any written or oral agreements, statements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

Section 12.16 Assignment. This Agreement shall not be assigned (as such term is interpreted by the SEC under the Investment Advisers Act) by either Party without the prior written consent of the other Party.

Section 12.17 Confidentiality.

(a) The Manager shall not, and the Manager shall cause its Affiliates and their respective agents and representatives not to, at any time from and after the date of this Agreement, directly or indirectly, disclose or use any confidential or proprietary information involving or relating to (x) Cannae Inc., including any information contained in the books and records of Cannae Inc. and (y) the Subsidiaries, including any information contained in the books and records of any such Subsidiaries; *provided, however*, that disclosure and use of any information shall be permitted (i) with the prior written consent of Cannae Inc., (ii) as, and solely to the extent, necessary or required for the performance by the Manager, any of its Affiliates or its delegates of any of their respective obligations under this Agreement, (iii) as, and to the extent, necessary or required in the operation of Cannae Inc.'s business or operations in the Ordinary Course of Business, (iv) to the extent such information is generally available to, or known by, the public or otherwise has entered the public domain (other than as a result of disclosure in violation of this 7 by the Manager or any of its Affiliates), (v) as, and to the extent, necessary or required by any governmental order, applicable law or any governmental authority, subject to Section 12.17(c), and (vi) as, and to the extent, necessary or required or reasonably appropriate in connection with the enforcement of any right or remedy relating to this Agreement or any other agreement between the Manager and Cannae Inc. or any of the Subsidiaries.

(b) For the avoidance of doubt, confidential information includes business plans, financial information, operational information, strategic information, legal strategies or legal analysis, formulas, production processes, lists, names, research, marketing, sales information and any other information similar to any of the foregoing or serving a purpose similar to any of the foregoing with respect to the business or operations of Cannae Inc. or any of the Subsidiaries. However, the Parties are not required to mark or otherwise designate information as “confidential or proprietary information,” “confidential” or “proprietary” in order to receive the benefits of this Section 12.17.

(c) In the event that the Manager is required by governmental order, applicable law or any governmental authority to disclose any confidential information of Cannae Inc. or any of the Subsidiaries that is subject to the restrictions of this Section 12.17, the Manager shall (i) notify Cannae Inc. or any of the Subsidiaries in writing as soon as possible, unless it is otherwise affirmatively prohibited by such governmental order, applicable law or such governmental authority from notifying Cannae Inc. or any such Subsidiaries, as the case may be, (ii) cooperate with Cannae Inc. or any such Subsidiaries to preserve the confidentiality of such confidential information consistent with the requirements of such governmental order, applicable law or such governmental authority and (iii) use its reasonable best efforts to limit any such disclosure to the minimum disclosure necessary or required to comply with such governmental order, applicable law or such governmental authority, in each case, at the sole cost and expense of Cannae Inc.

(d) Nothing in this Section 12.17 shall prohibit the Manager from keeping or maintaining any copies of any records, documents or other information that may contain information that is otherwise subject to the requirements of this Section 12.17, subject to its compliance with this Section 12.17.

(e) The Manager shall be responsible for any breach or violation of the requirements of this Section 12.17 by any of its agents or representatives.

Section 12.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Management Services Agreement as of the date first written above.

CANNAE HOLDINGS, INC.

By: */s/Richard N. Massey*

Name: Richard N. Massey

Title: Chief Executive Officer

CANNAE HOLDINGS, LLC

By: */s/Michael L. Gravelle*

Name: Michael L. Gravelle

Title: Managing Director, General Counsel and Corporate Secretary

TRASIMENE CAPITAL MANAGEMENT, LLC

By: */s/William P. Foley, II*

Name: William P. Foley, II

Title: Managing Member

[Signature Page to Amended & Restated Management Services Agreement]

CERTIFICATIONS

I, David W. Ducommun, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cannae Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2021

By: /s/ David W. Ducommun

David W. Ducommun
President and Principal Executive Officer

CERTIFICATIONS

I, Bryan D. Coy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Cannae Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2021

By: /s/ Bryan D. Coy
Bryan D. Coy
Chief Financial Officer and Principal Financial Officer

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Principal Executive Officer of Cannae Holdings, Inc., a Delaware corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: August 5, 2021

By: /s/David W. Ducommun
David W. Ducommun
President and Principal Executive Officer

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Financial Officer of Cannae Holdings, Inc., a Delaware corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: August 5, 2021

By: /s/ Bryan D. Coy
Bryan D. Coy
Chief Financial Officer and Principal Financial Officer