

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

**(Rule 13d-101)
Under the Securities Exchange Act of 1934
(Amendment No. 1)***

FIRST ADVANTAGE CORPORATION

(Name of Issuer)

Class A Common Stock

(Title of Class of Securities)

31845F 10 0

(CUSIP Number)

Kenneth D. DeGiorgio, Esq.
1 First American Way
Santa Ana, California 92707-5913
(714) 800-3000

(Name, Address, and Telephone Number of Person Authorized to Receive Notices and Communications)

With a copy to:

Neil W. Rust, Esq.
White & Case LLP
633 West Fifth Street, Suite 1900
Los Angeles, California 90071
(213) 620-7700

September 14, 2005

(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

FADV Holdings LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) (b) (1)(2)

3 SEC USE ONLY

4 SOURCE OF FUNDS

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

0(3)

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
THE
REPORTING
PERSON
WITH**

8 SHARED VOTING POWER

46,076,066(1)(2)(3)

9 SOLE DISPOSITIVE POWER

0(3)

10 SHARED DISPOSITIVE POWER

46,076,066(1)(2)(3)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON

46,076,066(1)(2)(3)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

85.1%

14 TYPE OF REPORTING PERSON

HC

- (1) Experian Information Solutions, Inc. may be deemed to be part of a group with the Reporting Persons that beneficially owns 46,076,066 shares of First Advantage Corporation's Class A common stock, par value \$0.001 per share (the "Class A Stock"), by virtue of its ownership interest in First American Real Estate Solutions LLC, as described in Items 3 and 5. The Reporting Persons expressly disclaim that Experian Information Solutions, Inc. forms part of such group.
- (2) The Reporting Persons may be deemed to be part of a group with Pequot Capital Management, Inc. and its affiliate Pequot Private Equity Fund II, L.P. pursuant to certain terms of the Stockholders Agreement described in Item 5. The Reporting Persons expressly disclaim the existence of a group with Pequot Capital Management, Inc.
- (3) Based on 8,033,530 shares of Class A Stock outstanding as of September 14, 2005 (based on information provided as of such date by First Advantage Corporation), and includes shares of Class A common stock that may be acquired within 60 days of September 14, 2005 upon conversion of shares of First Advantage Corporation's Class B common stock, par value \$0.001 per share (the "Class B Stock"), on a one-for-one basis. Because each share of Class B Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of First Advantage Corporation representing approximately 98% of the voting power of First Advantage Corporation (assuming no conversion of the Class B Stock). See also Item 5.

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

The First American Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b) (1)(2)

3 SEC USE ONLY

4 SOURCE OF FUNDS

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

California

7 SOLE VOTING POWER

0(3)

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
THE
REPORTING
PERSON
WITH**

8 SHARED VOTING POWER

46,076,066(1)(2)(3)

9 SOLE DISPOSITIVE POWER

28,222,408(3)

10 SHARED DISPOSITIVE POWER

46,076,066(1)(2)(3)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON

46,076,066(1)(2)(3)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

85.1%

14 TYPE OF REPORTING PERSON

HC/CO

- (1) Experian Information Solutions, Inc. may be deemed to be part of a group with the Reporting Persons that beneficially owns 46,076,066 shares of Class A Stock by virtue of its ownership interest in First American Real Estate Solutions LLC, as described in Items 3 and 5. The Reporting Persons expressly disclaim that Experian Information Solutions, Inc. forms part of such group.
- (2) The Reporting Persons may be deemed to be part of a group with Pequot Capital Management, Inc. and its affiliate Pequot Private Equity Fund II, L.P. pursuant to certain terms of the Stockholders Agreement described in Item 5. The Reporting Persons expressly disclaim the existence of a group with Pequot Capital Management, Inc.
- (3) Based on 8,033,530 shares of Class A Stock outstanding as of September 14, 2005 (based on information provided as of such date by First Advantage Corporation), and includes shares of Class A Stock that may be acquired within 60 days of September 14, 2005 upon conversion of shares of Class B Stock on a one-for-one basis. Because each share of Class B Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of First Advantage Corporation representing approximately 98% of the voting power of First Advantage Corporation (assuming no conversion of the Class B Stock). See also Item 5.

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

First American Real Estate Information Services, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b) (1)(2)

3 SEC USE ONLY

4 SOURCE OF FUNDS

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

California

7 SOLE VOTING POWER

0(3)

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
THE
REPORTING
PERSON
WITH**

8 SHARED VOTING POWER

46,076,066(1)(2)(3)

9 SOLE DISPOSITIVE POWER

536,585(3)

10 SHARED DISPOSITIVE POWER

46,076,066(1)(2)(3)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON

46,076,066(1)(2)(3)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

85.1%

14 TYPE OF REPORTING PERSON

CO

- (1) Experian Information Solutions, Inc. may be deemed to be part of a group with the Reporting Persons that beneficially owns 46,076,066 shares of Class A Stock by virtue of its ownership interest in First American Real Estate Solutions LLC, as described in Items 3 and 5. The Reporting Persons expressly disclaim that Experian Information Solutions, Inc. forms part of such group.
- (2) The Reporting Persons may be deemed to be part of a group with Pequot Capital Management, Inc. and its affiliate Pequot Private Equity Fund II, L.P. pursuant to certain terms of the Stockholders Agreement described in Item 5. The Reporting Persons expressly disclaim the existence of a group with Pequot Capital Management, Inc.
- (3) Based on 8,033,530 shares of Class A Stock outstanding as of September 14, 2005 (based on information provided as of such date by First Advantage Corporation), and includes shares of Class A Stock that may be acquired within 60 days of September 14, 2005 upon conversion of shares of Class B Stock on a one-for-one basis. Because each share of Class B Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of First Advantage Corporation representing approximately 98% of the voting power of First Advantage Corporation (assuming no conversion of the Class B Stock). See also Item 5.

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

First American Real Estate Solutions LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b) (1)(2)

3 SEC USE ONLY

4 SOURCE OF FUNDS

OO

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

California

7 SOLE VOTING POWER

0(3)

**NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
THE
REPORTING
PERSON
WITH**

8 SHARED VOTING POWER

46,076,066(1)(2)(3)

9 SOLE DISPOSITIVE POWER

17,317,073(3)

10 SHARED DISPOSITIVE POWER

46,076,066(1)(2)(3)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON

46,076,066(1)(2)(3)

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

85.1%

14 TYPE OF REPORTING PERSON

OO

- (1) Experian Information Solutions, Inc. may be deemed to be part of a group with the Reporting Persons that beneficially owns 46,076,066 shares of Class A Stock by virtue of its ownership interest in First American Real Estate Solutions LLC, as described in Items 3 and 5. The Reporting Persons expressly disclaim that Experian Information Solutions, Inc. forms part of such group.
- (2) The Reporting Persons may be deemed to be part of a group with Pequot Capital Management, Inc. and its affiliate Pequot Private Equity Fund II, L.P. pursuant to certain terms of the Stockholders Agreement described in Item 5. The Reporting Persons expressly disclaim the existence of a group with Pequot Capital Management, Inc.
- (3) Based on 8,033,530 shares of Class A Stock outstanding as of September 14, 2005 (based on information provided as of such date by First Advantage Corporation), and includes shares of Class A Stock that may be acquired within 60 days of September 14, 2005 upon conversion of shares of Class B Stock on a one-for-one basis. Because each share of Class B Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of First Advantage Corporation representing approximately 98% of the voting power of First Advantage Corporation (assuming no conversion of the Class B Stock). See also Item 5.

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D/A relates to shares of Class A common stock, par value \$0.001 per share (the "Class A Stock"), of First Advantage Corporation, a Delaware corporation (the "Issuer"), that may be acquired upon conversion of the Issuer's Class B common stock, par value \$0.001 per share (the "Class B Stock"), held by the persons identified herein. The address of the principal executive office of the Issuer is One Progress Plaza, Suite 2400, St. Petersburg, Florida 33701.

ITEM 2. IDENTITY AND BACKGROUND.

This Amendment No. 1 to Schedule 13D is filed jointly by The First American Corporation, a California corporation ("First American"); FADV Holdings LLC, a Delaware limited liability company ("Holdings"); First American Real Estate Solutions LLC, a California limited liability company ("FARES"); and First American Real Estate Information Services, Inc., a California corporation ("FAREISI"); First American, Holdings, FARES and FAREISI are each sometimes referred to herein as a "Reporting Person" and are collectively referred to herein as the "Reporting Persons"). This Schedule 13D/A amends the Schedule 13D previously filed by First American on June 16, 2003. The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act"), with respect to the transaction described in Item 3 of this Schedule 13D/A and thus are eligible to make a joint filing under Rule 13d-1(k) promulgated under the Act. Attached hereto as Exhibit 99.1, and incorporated herein by reference, is a Joint Filing Agreement among the Reporting Persons indicating that this statement is filed on behalf of each of such Reporting Persons. Except as expressly set forth in this Schedule 13D/A, each Reporting Person disclaims beneficial ownership of the shares of Class A Stock beneficially owned by any other Reporting Person or any other person.

Holdings is a company newly-formed to facilitate the contribution of assets and businesses comprising The First American Corporation's Credit Information Group (including related businesses, investments and assets, "CIG") by First American, FARES, and FAREISI to the Issuer in exchange for Class B Stock, as more fully described in Item 3. First American is a diversified provider of business information and related products and services. FAREISI is a provider of services to the mortgage lending community. FARES is a provider of property and ownership information. The address of the principal business and office of FARES is 12395 First American Way, Poway, California 92064, and of each other Reporting Person is 1 First American Way, Santa Ana, California, 92707.

The name, business address and present principal occupation of each executive officer, director and controlling shareholder of First American and FAREISI, as well as the name, business address and principal business of each member of FARES and Holdings, is set forth in Exhibit 99.14 hereto, and incorporated herein by reference. Each of such executive officers and directors of First American is a citizen of the United States with the exception of Hon. William G. Davis, a Canadian citizen. Each of such executive officers, directors and controlling shareholders of FAREISI is a citizen of the United States. Each of such members of FARES and Holdings is domiciled in the United States.

None of the Reporting Persons, nor to the best knowledge of the Reporting Persons, any person named in Exhibit 99.14 has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

First American, FARES, and FAREISI have contributed the portion of CIG owned by each to the Issuer in exchange for the initial issuance by the Issuer of 29,073,170 of its Class B Stock. The contribution was achieved in two steps (collectively, the "Transaction"). First, (a) First American, FARES and FAREISI contributed the portion of CIG owned by each to Holdings, (b) First American contributed to Holdings 16,027,286 shares of the Issuer's Class B Stock previously owned by First American, and (c) First American contributed to Holdings the promissory note in the original principal amount of \$20.0 million originally made by the Issuer in favor of First American (the "FADV Note"). In consideration for the foregoing contributions, First American received a membership interest in Holdings equal to 61.2518%; FARES received a membership interest in Holdings equal to 37.5837%; and FAREISI received a membership interest in Holdings equal to 1.1645%. Second, Holdings contributed CIG to the Issuer in exchange for the aforementioned 29,073,170 of Class B Stock.

Concurrently with the contribution of CIG to the Issuer, the Issuer issued 975,610 shares of Class B Stock to Holdings as payment in full of the outstanding principal amount due under the FADV Note. Following these transactions, which were all consummated on September 14, 2005, Holdings is the record owner of 46,076,066 shares of the Issuer's Class B Stock. Each share of the Issuer's Class B Stock is convertible into one share of Class A Stock at the option of the holder and upon the occurrence of certain events specified in the Issuer's First Amended and Restated Certificate of Incorporation. A condition precedent to the closing of the Transaction that required First American, FAREISI and FARES to cause CIG to have minimum working capital of \$5.0 million was funded out of operations of CIG and no amounts were borrowed or otherwise obtained for the purpose of acquiring the Issuer's securities in the Transaction.

The Transaction was consummated pursuant to the terms of the Amended and Restated Master Transfer Agreement, dated as of June 22, 2005, among First American, FARES, FAREISI, Holdings and the Issuer (the "Master Agreement"), and the agreements contemplated thereby, including without limitation the Contribution Agreement, dated as of September 14, 2005, among First American, FAREISI, Holdings and the Issuer (the "First American Contribution Agreement"), and the Contribution Agreement, dated as of September 14, 2005, among FARES, Holdings and the Issuer (the "FARES Contribution Agreement," and, collectively with the Master Agreement and the First American Contribution Agreement, the "Agreements"). The summary descriptions contained in this Schedule 13D/A of the Agreements and certain other agreements and documents do not purport to be complete and are qualified in their entirety by reference to the complete texts of such agreements and documents filed as Exhibits hereto and incorporated herein by reference.

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Persons engaged in the Transaction (as described in Item 3 above) based on the belief that the Transaction will, among other things, (a) accentuate the value of CIG by combining it with operations that provide natural synergies; (b) enhance the respective competitive positions of CIG and the Issuer by providing them with additional operating scale, a broader scope of services, expanded geographic reach, cross-selling opportunities, and increased financial strength; (c) allow First American to focus on the provision of real estate information, and (d) enhance the Issuer's position as a leading provider of business information and services. As of the date of this Schedule 13D/A, none of the Reporting Persons has any plans or proposals which relate to or would result in any of the actions set forth in parts (a) through (j) of Item 4 of Schedule 13D, except as disclosed in Items 3, 5 and 6 herein and incorporated into this Item 4 by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a), (b) Based on information provided by the Issuer and following consummation of the Transaction, there were 8,033,530 shares of Class A Stock and 46,076,066 shares of Class B Stock outstanding as of the close of business on September 14, 2005. Each share of Class B Stock is convertible on a one-for-one basis into one share of Class A Stock at any time in the absolute discretion of the holder of such share and on a mandatory basis upon the occurrence of certain events specified in the Issuer's First Amended and Restated Certificate of Incorporation. In addition, because each share of Class B Stock is entitled to 10 votes per share, the Reporting Persons beneficially own equity securities of the Issuer representing approximately 98% of the voting power of the Issuer (assuming no conversion of the Class B Stock). Beneficial and percentage ownership by each of the Reporting Persons of Class A Stock, and voting power held by each Reporting Person, reported in this Item 5 is based on the foregoing and is limited to the number of shares of Class A Stock such Reporting Person may acquire within 60 days of September 14, 2005 upon full conversion of the Class B Stock owned by it on such date.

As more fully described in Item 3, Holdings is the owner of 46,076,066 shares of Class A Stock, which represents 85.15% of the Issuer's outstanding Class A Stock. Subject to Holdings' operating agreement and the Omnibus Agreement (as defined in the next paragraph), (a) Holdings and First American share voting and dispositive power with respect to the 46,076,066 shares of Class A Stock held by Holdings because Holdings is the direct owner of such shares and First American holds a controlling interest (61.2518%) in Holdings; and (b) First American, FARES and FAREISI, as holders of 61.2518%, 37.5837% and 1.1645%, respectively, of the outstanding equity of Holdings, and based on their status as affiliates, may be deemed to share voting and dispositive power with respect to the 46,076,066 shares of Class A Stock held by Holdings. The beneficial and percentage ownership of Class A Stock of the executive officers and directors of First American and FAREISI is set forth on Exhibit 99.14 and incorporated herein by reference.

In addition, pursuant to the terms of the Amended and Restated Omnibus Agreement, dated as of June 22, 2005, between First American, on behalf of itself and certain of its subsidiaries, and Experian Information Solutions, Inc, an Ohio corporation (“Experian”), attached hereto as Exhibit 99.2 and incorporated herein by reference (the “Omnibus Agreement”), and pursuant to the terms of the operating agreement of Holdings, the form of which is attached as Exhibit A to the Omnibus Agreement and incorporated herein by reference:

(1) First American has the right to cause Holdings to distribute to First American up to an aggregate total of 28,222,408 shares of Class A Stock, consisting of (a) 16,027,286 shares of Class A Stock obtainable pursuant to conversion of 16,027,286 shares of Class B Stock previously owned by First American and contributed to Holdings in connection with the Transaction, and (b) 12,195,122 shares of Class A Stock obtainable pursuant to conversion of 12,195,122 shares of Class B Stock issued to Holdings in the Transaction by the Issuer as consideration for the portion of CIG previously owned by First American and as repayment in full of the principal amount outstanding under the FADV Note;

(2) First American has the right to cause Holdings to distribute to FAREISI up to a total of 536,585 shares of Class A Stock, consisting of 536,585 shares of Class A Stock obtainable pursuant to conversion of 536,585 shares of Class B Stock issued to Holdings in the Transaction by the Issuer as consideration for the portion of CIG previously owned by FAREISI; and

(3) Experian has the right to cause Holdings and FARES to distribute to Experian a total of 3,463,415 shares of Class A Stock, consisting of Experian’s pro rata portion (based on Experian’s 20.00% membership interest in FARES) of 17,317,073 shares of Class A Stock obtainable pursuant to conversion of 17,317,073 shares of Class B Stock issued to Holdings in the Transaction by the Issuer as consideration for the portion of CIG previously owned by FARES. If Experian exercises such forced distribution right, Holdings and FARES will concurrently distribute to First American and certain of its subsidiaries a total of 13,853,658 shares of Class A Stock, consisting of their pro rata portion (based on their cumulative 80.00% membership interest in FARES) of 17,317,073 shares of Class A Stock obtainable pursuant to conversion of 17,317,073 shares of Class B Stock issued to Holdings in the Transaction by the Issuer as consideration for the portion of CIG previously owned by FARES.

If the above distributions occur in full, immediately following such distributions (i) First American would have sole voting and dispositive power with respect to 42,076,066 shares of Class A Stock, which represents 77.76% of the Issuer’s outstanding Class A Stock (plus any additional shares of Class B Stock issued as a result of an initial public offering of securities of DealerTrack Holdings, Inc., as described in Item 6); (ii) Experian would have sole voting and dispositive power with respect to 3,463,415 shares of Class A Stock, which represents 6.40% of the Issuer’s outstanding Class A Stock; (iii) FAREISI would have sole voting and dispositive power with respect to 536,585 shares of Class A Stock, which represents less than one percent of the Issuer’s outstanding Class A Stock; and (iv) FARES and Holdings would not beneficially own any shares of Class A Stock.

In addition, by virtue of the agreements listed below, it could be alleged that the following may constitute “groups,” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or Rule 13d-5(b)(1) thereunder:

(A) By virtue of the Stockholders Agreement among First American, Pequot Private Equity Fund II, L.P. and the Issuer dated as of December 13, 2003, attached hereto as Exhibit 99.9 and incorporated by reference herein, it could be alleged that a group has been formed that includes the Reporting Persons and Pequot Capital Management, Inc. (“Pequot”) as beneficial owner of 2,208,376 shares of Class A Stock held of record by Pequot Private Equity Fund II, L.P. (based on information provided in the Issuer’s proxy statement dated August 11, 2005 and including shares underlying options exercisable by Pequot within 60 days of August 11, 2005), representing an additional 4.08% of the Issuer’s Class A Stock outstanding as of September 14, 2005 (assuming conversion of all shares of Class B Stock held by the Reporting Persons). Such group may be deemed to beneficially own, in the aggregate, 48,284,442 shares of Class A Stock (assuming the exercise of options exercisable by Pequot within 60 days of the date hereof, and assuming conversion of all shares of Class B Stock held by the Reporting Persons), representing 89.23% of Class A Stock outstanding as of September 14, 2005. The Reporting Persons expressly disclaim beneficial ownership of the shares beneficially owned by Pequot and does not affirm that such a “group” exists. Pursuant to, and to the extent set forth in, the Stockholders Agreement, it could be alleged that the Reporting Persons share voting and dispositive power with respect to the shares beneficially owned by

Pequot. To the knowledge of First American and based on documents publicly filed, Pequot, (i) is incorporated in Connecticut with its principal office and principal place of business located at 500 Nyala Farm Road, Westport, CT 06880, (ii) is an investment adviser registered under the Investment Advisers Act of 1940, and acts as investment adviser to certain managed accounts over which it exercises discretionary authority, and (iii) has as its executive officers Arthur J. Samberg, Sharon Haugh and Harold Kahn, as its director Arthur J. Samberg, and as its controlling shareholder Arthur J. Samberg, each a citizen of the United States. To the knowledge of First American and based on documents publicly filed, during the last five years, neither Pequot nor its executive officers, director or controlling shareholder has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to Federal or State securities laws or finding any violation with respect to such laws.

(B) By virtue of the Omnibus Agreement discussed above, the Contribution and Joint Venture Agreement, dated as of November 30, 1997 (as amended), among First American, FAREISI and various subsidiaries thereof, and Experian, referenced as Exhibit 99.10 and incorporated by reference herein, and the Operating Agreement of FARES, dated as of November 30, 1997 (as amended), referenced as Exhibit 99.13 and incorporated by reference herein, it could be alleged that Experian forms part of a group that beneficially owns the 46,076,066 shares of Class A Stock held by Holdings, which represent 85.15% of the Class A Stock as of September 14, 2005. The Reporting Persons expressly disclaim that Experian or its parent company forms part of such group. To the knowledge of the Reporting Persons and based on documents publicly filed, Experian (i) is incorporated in Ohio with its principal office and principal place of business located at 475 Anton Boulevard, 4th Floor, Costa Mesa, California 92626, (ii) is an information services company, and (iii) has as its executive officers Chris Callero, Paul Books, Scott Leslie and Mark Tepper, as its directors Don Robert, Paul Brooks and Robert Nelson, each of whom is a citizen of the United States except Paul Brooks and Mark Tepper, who are citizens of the United Kingdom, and as its ultimate parent corporation GUS plc., a United Kingdom company, which indirectly through various subsidiaries owns all of the outstanding stock in Experian. To the knowledge of the Reporting Persons and based on documents publicly filed, during the last five years, neither Experian nor its executive officers, directors or controlling shareholder has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to Federal or State securities laws or finding any violation with respect to such laws.

While the Reporting Persons do not concede that either of the foregoing “groups” has been formed, this filing is being made to ensure compliance with the Exchange Act.

(c) Neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons named on Exhibit 99.14 hereto, has effected any transaction in the Issuer’s securities in the last 60 days other than the Transaction, except for John Long, who acquired 4,482.47 shares of Class A Stock within such period.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, AGREEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

As part of the Transaction, the Reporting Persons entered into the following agreements:

(a) The Master Agreement, attached hereto as Exhibit 99.3 and incorporated herein by reference, outlines the general terms of the Transaction, including general representations, warranties and covenants by the parties, each party’s obligations prior to the closing of the Transaction, each party’s conditions to closing of the Transaction, and each party’s right to terminate the Master Agreement prior to the closing of the Transaction.

(b) The First American Contribution Agreement, the form of which is attached hereto as Exhibit 99.4 and incorporated herein by reference, required Holdings to, and First American and FAREISI to cause Holdings to, contribute to the Issuer or its wholly-owned subsidiary the portion of CIG previously owned by First American and FAREISI. In consideration for this contribution, the Issuer delivered an aggregate of 11,756,097 shares of Class B Stock to Holdings. The First American Contribution Agreement also required the Issuer to issue 975,610 shares of Class B Stock to Holdings as payment in full of the principal amount of the FADV Note. In addition to the delivery of such Class B Stock to Holdings, if DealerTrack Holdings, Inc. or its successor (“DealerTrack”) conducts an initial public offering of its capital stock prior to the second anniversary of the closing date of the Transaction and the value of the securities of DealerTrack contributed to the Issuer as part of the Transaction (the “DealerTrack Interest”) exceeds \$50.0 million at the time of such public offering, the Issuer will deliver to Holdings an additional number of shares of Class B Stock, as additional consideration for the DealerTrack Interest. The number of additional shares, if any, will be calculated as follows: If DealerTrack completes an initial public offering within 180 days of the closing of the Transaction, the number of shares to be issued will be equal to the quotient of (x) 50% of the amount by which the value of the DealerTrack Interest exceeds \$50 million (based on the average closing price per share of DealerTrack’s stock over the 60 business day period beginning on the fifth business day after the completion of its initial public offering), divided by (y) \$20.50. If the DealerTrack initial public offering occurs after the 180-day period following the closing of the Transaction (but prior to the second anniversary thereof), the number of additional shares of Class B Stock the Issuer must issue to Holdings will be equal to the quotient of (x) 50% of the amount by which the DealerTrack Interest exceeds \$50 million (based on the average closing price per share of DealerTrack’s stock over the 60 business day period beginning on the fifth business day after its initial public offering), divided by (y) the average closing price per share of the Issuer’s Class A Stock during the 30 trading day period ending on the third trading day prior to the date of DealerTrack’s initial public offering, except that the minimum price per share will be \$20.50.

(c) The FARES Contribution Agreement, the form of which is attached hereto as Exhibit 99.5 and incorporated herein by reference, required Holdings to, and FARES to cause Holdings to, contribute to the Issuer or its wholly-owned subsidiary the portion of CIG previously owned by FARES. In consideration for this contribution, the Issuer delivered an aggregate of 17,317,073 shares of Class B Stock to Holdings.

(d) In addition to the provisions of the Omnibus Agreement described in Item 5 above, the Omnibus Agreement requires First American, FARES and Holdings to, so long as any of them has the power to elect two or more directors of the Issuer, so long as certain minimum equity holdings are maintained, and so long as Experian has not caused a distribution of Class A Stock, vote a sufficient number of shares of the Issuer’s common stock to elect a nominee to the Issuer’s board of directors designated by Experian. Experian also has the right under the Omnibus Agreement to participate in any sale by First American or its affiliates involving five percent or more of the outstanding capital stock of the Issuer to a third party.

(e) The Issuer and First American entered into an Amended and Restated Services Agreement, the form of which is attached hereto as Exhibit 99.6 and incorporated herein by reference, pursuant to which the Issuer or its affiliates, on the one hand, and First American or its affiliates, on the other hand, will provide the other with certain business services, services relating to operations in India and mortgage services. The Amended and Restated Services Agreement amends and restates an Amended and Restated Services Agreement dated as of January 1, 2004, which amended and restated the terms of a Services Agreement dated as of June 5, 2003.

First American Business Services. First American or its affiliates will provide general business services (401(k) plan and administration, pension expenses, insurance, medical insurance, leasing arrangements, marketing, payroll, financial, human resources, etc.) to the Issuer and/or its affiliates at actual cost or fixed rates. First American will and will cause its affiliates to allocate resources with regard to the business services in a manner that is consistent with the allocation of resources by First American and its affiliates prior to the Transaction. First American will also cause FARES to provide the Issuer with reasonable access to its voice communications hub for the purpose of routing customer service calls to and monitoring personnel at the operations in India. In exchange for use of the communications hub, the Issuer will pay FARES its pro rata share of the total actual cost to FARES.

First Advantage Services. The Issuer and/or its affiliates will provide First American and/or its affiliates with products and services offered by or through the Issuer or its affiliates from time to time (excluding the additional services with respect to operations in India and the mortgage services discussed below) at rates and on terms no less favorable than those generally offered by the Issuer and its affiliates to third parties. The Issuer or its affiliates will provide First American and its affiliates with general business services with respect to operations in

India at cost plus such fees as may be negotiated from time to time. The Issuer will and will cause its affiliates to allocate resources with regard to these services in a manner that is consistent with the allocation of resources by the Issuer and its affiliates prior to the Transaction.

Mortgage Services. The Issuer will and will cause its affiliates to provide First American and/or its affiliates with credit reports for resale to mortgage customers. The Issuer also designates First American and its affiliates as the exclusive resellers of credit reports to mortgage customers. First American will pay the Issuer a fee of \$12.60 for each merged report provided to First American or its affiliates that is bundled with other products or services. Fees for all other credit reports not bundled with other First American products or services, will be negotiated between the parties on a case-by-case basis. The parties agree to renegotiate the bundled credit report fee in good faith every two years during the term. The Issuer and its affiliates will allocate information technology and project resources with regard to mortgage services in a manner that is consistent with the allocation of such resources by First American prior to the Transaction, and that equals or exceeds the allocation of such resources to other businesses of the Issuer and its affiliates.

The Amended and Restated Services Agreement term commenced on the Closing Date and will terminate with respect to the applicable services as set forth below:

- First American Business Services: two years from the closing date of the Transaction;
- Mortgage Services: two years from the closing date of the Transaction, and then for additional successive two-year terms unless First American terminates with sixty days prior written notice to the Issuer; and
- All other services: one year from the closing date of the Transaction, and then for successive 180-day periods unless either First American or the Issuer advises the other in writing no later than 30 days prior to the end of the current term that such services will not be extended.

(f) The Issuer executed and delivered to First American a subordinated promissory note in the original principal amount of \$45.0 million, the form of which is attached hereto as Exhibit 99.7 and incorporated herein by reference. Pursuant to the terms of the subordinated promissory note, the Issuer may borrow, repay and re-borrow up to \$45.0 million at any one time during the ninety calendar days following the closing date of the Transaction. The subordinated promissory note matures 135 days after the closing date of the Transaction and bears interest at a rate equal to the rate payable from time to time under the loan agreement and other documents delivered in connection with a loan from Bank of America, N.A. to the Issuer, plus 0.5% per annum. Amounts drawn under the from time to time promissory note may only be used for working capital of CIG. The promissory note is subject to a subordination agreement between First American and Bank of America, N.A. entered into on the same date as the promissory note.

(g) FARES and the Issuer entered into an Outsourcing Agreement on the closing date of the Transaction, the form of which is attached hereto as Exhibit 99.8 and incorporated herein by reference. Pursuant to the Outsourcing Agreement, the Issuer will and will cause its affiliates to fully perform all obligations, covenants and agreements of FARES under the following services agreements (the "Services Agreements"):

- the Marketing and Support Agreement, effective as of June 26, 2000, between First American CREDCO, a division of FARES (the "CREDCO Division"), and RESdirect LLC (the "Support Agreement") under which FARES agreed to sell credit reports to customers of RESdirect LLC and provide certain services to RESdirect LLC (the "RESdirect Services");
- the Service Bureau Agreement, effective as of November 1, 1998, between the CREDCO Division and RELS, LLC ("RELS") under which FARES agreed to provide certain services to RELS (the "RELS Services"); and
- the RRS Services Agreement, which is an oral agreement between the CREDCO Division and RELS, under which the CREDCO Division agreed to (i) manage the business operations of RELS, (ii) format and/or merge and deliver credit reports and related products and services, and (iii) provide customer

support services, technical support, product development services and product enhancements in connection with the credit reports and related products and services (the “RRS Services,” and collectively, with the RESdirect Services and the RELS Services, the “Services”).

In consideration for the Issuer providing the Services pursuant to the Outsourcing Agreement, FARES will pay to the Issuer:

- the product of (i) the quarterly pre-tax income of RELS derived from the sale during the applicable calendar quarter of the credit reports and related products and services required to be delivered by the CREDCO Division in connection with the services, minus the amount of any capital expenditures required to be made during the applicable calendar quarter by RELS in connection with the sale of the credit reports and related products and services acquired by RELS from the Issuer and or its subsidiaries (which are considered capital expenditures), and (ii) the percentage interest in RELS collectively owned by FARES and/or its affiliates as of the end of the applicable calendar quarter; and
- all amounts paid to FARES pursuant to the Services Agreements for services provided by the Issuer and/or its affiliates pursuant to the Services Agreements after the effective date of the Outsourcing Agreement.

The term of the Outsourcing Agreement began on the closing date of the Transaction and will terminate on the earlier to occur of: (i) the date RELS dissolves or ceases to exist, (ii) the date FARES or one of its affiliates is no longer a member of RELS, or (iii) with respect to the performance of (A) the RESdirect Services, the date the Marketing and Support Agreement is terminated or is otherwise no longer in full force and effect in accordance with its terms, (B) the RELS Services, the date the Service Bureau Agreement is terminated or is otherwise no longer in full force and effect in accordance with its terms, or (C) the RRS Services, the date the RRS Services Agreement is terminated or is otherwise no longer in full force and effect in accordance with its terms.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- | | |
|--------------|--|
| Exhibit 99.1 | Joint Filing Agreement among the Reporting Persons, dated as of September 14, 2005. |
| Exhibit 99.2 | Amended and Restated Omnibus Agreement, dated as of June 22, 2005, among First American, for itself and on behalf of certain of its subsidiaries, Experian and FARES. |
| Exhibit 99.3 | Amended and Restated Master Transfer Agreement, dated as of June 22, 2005, among First American, FAREISI, FARES, Holdings and the Issuer (incorporated by reference to Annex A of the Definitive Proxy Statement on Schedule 14A filed by the Issuer on August 8, 2005). |
| Exhibit 99.4 | Form of Contribution Agreement, dated as of September 14, 2005, among First American, FAREISI, Holdings and the Issuer (incorporated by reference to Annex B of the Definitive Proxy Statement filed on Schedule 14A by the Issuer on August 8, 2005). |
| Exhibit 99.5 | Form of Contribution Agreement, dated as of September 14, 2005, among FARES, Holdings and the Issuer (incorporated by reference to Annex C of the Definitive Proxy Statement filed on Schedule 14A by the Issuer on August 8 2005). |
| Exhibit 99.6 | Form of Amended and Restated Services Agreement, dated as of September 14, 2005, between First American and the Issuer (incorporated by reference to Annex D of the Definitive Proxy Statement filed on Schedule 14A by the Issuer on August 8, 2005). |
| Exhibit 99.7 | Form of Subordinated Promissory Note, dated as of September 14, 2005, executed by the Issuer in favor of First American (incorporated by reference to Annex E of the Definitive Proxy Statement filed on Schedule 14A by the Issuer on August 8, 2005). |
| Exhibit 99.8 | Form of Outsourcing Agreement, dated as of September 14, 2005, between FARES and the Issuer (incorporated by reference to Annex F of the Definitive Proxy Statement filed on Schedule 14A by the Issuer on August 8, 2005). |

- Exhibit 99.9 Stockholders Agreement, dated as of December 13, 2002, among First American, Pequot Private Equity Fund II, L.P. and the Issuer (incorporated by reference to Exhibit 10.1 of Pre-Effective Amendment No. 5 to the Issuer's Registration Statement on Form S-4, filed May 14, 2003).
- Exhibit 99.10 Contribution and Joint Venture Agreement, dated as of November 30, 1997, among First American, FAREISI and various subsidiaries thereof, and Experian (incorporated by reference to Exhibit (10)(a) of First American's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998), as amended by the agreements described in Exhibits 99.11 and 99.12.
- Exhibit 99.11 Agreement of Amendment, dated June 30, 2003, by and between First American, for itself and on behalf of certain of its subsidiaries, and Experian (incorporated by reference to (10)(a) of First American's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003).
- Exhibit 99.12 Second Agreement of Amendment, dated September 23, 2003, by and between First American, for itself and on behalf of certain of its subsidiaries, and Experian (incorporated by reference to Exhibit (10)(b) of First American's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003).
- Exhibit 99.13 Operating Agreement for FARES, dated November 30, 1997, by and among FAREISI, certain of its affiliates, and Experian (incorporated by reference to Exhibit (10)(b) of First American's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998), as amended by the agreements described in Exhibits 99.11 and 99.12.
- Exhibit 99.14 Executive officers, directors and controlling shareholders and members of the Reporting Persons.

* * *

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

Date: September 23, 2005

FADV HOLDINGS LLC

/s/ Kenneth DeGiorgio

Kenneth DeGiorgio, Vice President

Date: September 23, 2005

THE FIRST AMERICAN CORPORATION

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Senior Vice President

Date: September 23, 2005

FIRST AMERICAN REAL ESTATE INFORMATION SERVICES, INC.

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Vice President

Date: September 23, 2005

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Vice President

INDEX TO EXHIBITS

| <u>Exhibit</u> | <u>Description</u> |
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| Exhibit 99.14 | Executive officers, directors and controlling shareholders and members of the Reporting Persons. |

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the amended Schedule 13D) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A Stock, \$.001 par value per share of First Advantage Corporation, and that this Agreement be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby executed this Agreement this 14th day of September, 2005.

FADV HOLDINGS LLC

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Authorized Representative

THE FIRST AMERICAN CORPORATION

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Senior Vice President

FIRST AMERICAN REAL ESTATE INFORMATION
SERVICES, INC.

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Vice President

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio, Vice President

AMENDED AND RESTATED OMNIBUS AGREEMENT

AMENDED AND RESTATED OMNIBUS AGREEMENT, dated as of June 22, 2005 (the "Effective Date"), by and between, The First American Corporation, a California corporation ("First American"), for itself and on behalf of the First American Subsidiaries (as defined below), Experian Information Solutions, Inc., an Ohio corporation ("Experian"), and First American Real Estate Solutions LLC, a California limited liability company ("FARES"; First American, Experian and FARES, each a "Party" and, collectively, the "Parties") (this "Agreement").

WITNESSETH:

WHEREAS, the Parties are parties to that certain Omnibus Agreement, dated March 22, 2005 (the "Original Omnibus Agreement");

WHEREAS, the Parties desire to amend and restate the Original Omnibus Agreement as provided herein;

WHEREAS, First American, certain subsidiaries of First American (the "First American Subsidiaries") and Experian are parties to that certain Contribution and Joint Venture Agreement, dated as of November 30, 1997 (the "Original Contribution Agreement"), as amended by that certain Agreement of Amendment, dated June 30, 2003, by and between First American and Experian (the "First Amendment") and that certain Second Agreement of Amendment, dated September 23, 2003, by and between First American and Experian (the "Second Amendment") (the Original Contribution Agreement, as amended by the First Amendment and the Second Amendment, the "Contribution Agreement");

WHEREAS, the First American Subsidiaries and Experian are parties to that certain Operating Agreement for First American Real Estate Solutions LLC, a California limited liability company, dated as of November 30, 1997 (the "Original Operating Agreement"), as amended by the First Amendment and the Second Amendment (the Original Operating Agreement, as amended by the First Amendment and the Second Amendment, the "Operating Agreement");

WHEREAS, First American controls a majority of the voting securities of First Advantage Corporation, a Delaware corporation ("First Advantage");

WHEREAS, First American and Experian each desires to cause FARES to contribute its credit reporting business to Newco (as defined below), and in turn for Newco to contribute that business to First Advantage in consideration of the receipt by Newco of shares of voting securities of First Advantage (the "First Advantage Transaction"); and

WHEREAS, in connection with the First Advantage Transaction, the Parties desire to: (i) amend the Contribution Agreement; (ii) amend the Operating Agreement; and (iii) enter into the other arrangements described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Parties hereby amend and restate the Original Omnibus Agreement in its entirety as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning given thereto in the Operating Agreement.

2. **Effectiveness.** This Agreement shall become effective on the Effective Date, provided that the amendments to the Contribution Agreement and the Operating Agreement contained in this Agreement shall become effective upon the closing of the First Advantage Transaction (the "Closing Time"). In the event the First Advantage Transaction fails to close for any reason on or prior to December 31, 2005, the amendments to the Contribution Agreement and the Operating Agreement contained in this Agreement and the other agreements and arrangements described in this Agreement shall be null and void.

3. **Formation and Capitalization of Newco.**

(a) As soon as practical following the Effective Date and in any event prior to the Contributions (as defined below), First American and FARES shall organize a Delaware limited liability company ("Newco"). Immediately prior to the Closing Time First American and FARES, as the case may be, will simultaneously take the following actions: (i) First American will contribute and transfer to the capital of Newco 16,027,286 shares of the Class B common stock of First Advantage (with such number of shares to be ratably adjusted to account for any stock split, stock dividend, stock combination or similar transaction or recapitalization affecting the outstanding Class B Common Stock at any time from the Effective Date until the Closing Time), which shares constitute all of the voting securities of First Advantage held by First American as of the date hereof, (ii) FARES will contribute and transfer to the capital of Newco all assets and liabilities required to be transferred by Newco to FADV or its wholly-owned subsidiary pursuant to Article IV of the FARES Contribution Agreement (as defined below) (the "FARES Assets"), (iii) First American will and will cause its subsidiary First American Real Estate Information Services, Inc. ("FAREISI"), as the case may be, to contribute and transfer to the capital of Newco the assets required to be transferred by Newco to FADV or its wholly-owned subsidiary pursuant to Section 6.1(a) of the First American Contribution Agreement (as defined below) (the "First American Assets") and (iv) First American will contribute and transfer to the capital of Newco the FADV Note (as defined in the First American Contribution Agreement (the contributions described in this sentence, the "Contributions"). In consideration of the Contributions, First American and FARES shall cause Newco to issue (I) to First American membership interests equal to 61.2518% of all of the membership interests of Newco, (II) to FAREISI membership interests equal to 1.1645% of all of the membership interests of Newco and (III) to FARES membership interests equal to 37.5837% of all of the membership interests of Newco. In the event that after the Closing Time Newco receives additional voting securities of First Advantage in connection with the DealerTrack Earn Out (as defined in the First American Contribution Agreement) (the "DealerTrack Shares"), following the receipt of such additional voting securities Newco will issue additional membership interests to First American so that the total percentage interests held by (a) First American is equal to (X) the sum of First American's Deemed FADV Shares plus the DealerTrack Shares divided by (Y) the total voting securities of First Advantage held by Newco (including the DealerTrack Shares), (b) FAREISI is equal to the sum of FAREISI's Deemed FADV Shares divided by the total voting securities of First Advantage held by Newco (including the DealerTrack Shares) and (c) FARES is equal to the sum of FARES' Deemed FADV Shares divided by the total voting securities of First Advantage held by Newco (including the DealerTrack Shares).

For purposes of this Agreement:

“Deemed FADV Shares” means, with reference to First American, FAREISI or FARES, an amount equal to the product of such entity’s respective percentage interest in Newco immediately prior to the receipt by Newco of the DealerTrack Shares and the total voting securities of First Advantage held by Newco immediately prior to the receipt by Newco of the DealerTrack Shares;

“FARES Contribution Agreement” means the form of contribution agreement attached as Exhibit B to that certain Amended and Restated Master Transfer Agreement, dated as of June 22, 2005 among First American, FAREISI, FARES, Newco and First Advantage (the “Master Transfer Agreement”); and

“First American Contribution Agreement” means the form of contribution agreement attached as Exhibit A to the Master Transfer Agreement.

A copy of the Master Transfer Agreement (including the exhibits and schedules thereto) is attached hereto as Exhibit B.

(b) In connection with the formation of Newco, First American and Experian shall enter into an operating agreement for Newco which shall (1) provide that Newco’s sole business purpose at and prior to the Closing Time is to receive the Contributions, issue membership interests in connection therewith and effect the First Advantage Transaction, (2) provide that Newco’s sole business purpose after the Closing Time is to hold securities of First Advantage, (3) provide that Newco, subject to the exceptions set forth in the operating agreement, shall after the Closing Time be managed by a management committee consisting of all the members of the management committee of FARES, (4) provide that Experian shall have the unilateral right to cause Newco to distribute to FARES (the “FARES Distribution”) those securities of First Advantage received by Newco in consideration of the contribution by Newco of the FARES Assets to First Advantage (the “FARES Attributable Securities”) pursuant to the First Advantage Transaction, (5) provide that First American shall have the unilateral right to cause Newco to distribute to First American and FAREISI (the “First American Distribution”) all or a portion of First American’s and FAREISI’s collective pro rata portion (based on First American’s and FAREISI’s total percentage ownership in Newco) of the securities of First Advantage held by Newco so long as no FARES Attributable Securities are distributed to First American or FAREISI pursuant thereto and First American and FAREISI sell to a third party which is not an affiliate of First American or spins-off to First American’s shareholders such distributed securities within 60 days of such distribution; provided, however, that if a First American Distribution would require Newco to distribute less than all of First American’s and FAREISI’s aggregate pro rata portion of the securities of First Advantage held by Newco and such First American Distribution would cause Newco to own less than 20% of the issued and outstanding capital stock of First Advantage or the then outstanding voting power of all outstanding securities of First Advantage eligible to vote for members of the Board of Directors of First Advantage, Newco shall not be permitted to make such First American Distribution; provided, however, that in the event of a First American Distribution of less than all of First American’s and FAREISI’s aggregate pro rata portion, then simultaneously therewith, Experian shall have the right to cause a distribution of a portion of the FARES Attributable Securities

which is proportional to First American's and FAREISI's aggregate pro rata portion being distributed in such First American Distribution (a "Special FARES Distribution") provided that Experian exercises its Tag Along Right (as defined below) with respect to all of such shares distributed ultimately to Experian at such time, (6) provide that Newco shall distribute to its members all dividends received from First Advantage and (7) otherwise be in the form set forth as Exhibit A hereto. Experian acknowledges that the Certificate of Incorporation of First Advantage provides that any share of Class B Common Stock of First Advantage automatically converts to a share of Class A Common Stock of First Advantage upon the transfer to a person or entity that is not an affiliate of First American.

(c) All out-of-pocket costs of the establishment of Newco (including organizational changes and amendments to organizational documents that may be made on or before the Closing Time) shall be paid by FARES. Each Party shall bear its own (i) costs incurred as a result of the transfer of any voting securities of First Advantage to Newco, including payments to third parties, if any, to obtain their consent to such transfer (it being understood and agreed that each Party shall determine, in its sole discretion, whether or not to obtain any such consent), (ii) attorneys' fees and related costs incurred by it in connection with the preparation, execution and delivery of this Agreement and the transactions contemplated hereby, except as may otherwise expressly be provided herein and (iii) taxes, duties, excises or governmental charges imposed by any taxing jurisdiction with respect to the transfer, assignment or conveyance of by such Party of voting securities of First Advantage to Newco.

4. Structure of First Advantage Transaction.

(a) In structuring and negotiating the First Advantage Transaction, First American shall ensure that the shares of common stock of First Advantage that are issued to Newco are shares of Class B Common Stock of First Advantage.

(b) In structuring and negotiating the First Advantage Transaction, First American shall require as a condition to closing the First Advantage Transaction that First Advantage execute and deliver to Experian a registration rights agreement pursuant to which First Advantage will agree to register for resale on a Form S-3 registration statement any shares of Class A Common Stock of First Advantage received by Experian in connection with a FARES Distribution. Such registration rights shall consist of two demand rights (which may include underwritten offerings) and unlimited piggyback rights (with priority in the event of an underwriter cut-back no worse than the priority of any other stockholder including shares in such registration), shall be subject to customary exceptions and shall otherwise be evidenced by an agreement that is mutually acceptable to Experian and First Advantage.

5. Experian Board Nominee. To the extent that First American, FARES or Newco has the power (whether by contract, voting rights or otherwise) to elect two or more individuals to the board of directors of First Advantage and for so long as (a) Experian's membership interest in FARES is equal to or greater than twenty percent (20%) of all membership interests; and (b) FARES owns, directly or indirectly, 20% or more of the total issued and outstanding equity of First Advantage; and (c) Experian has not caused a FARES Distribution (excluding, for the avoidance of doubt, a Special FARES Distribution), then First American agrees to vote and

to cause FARES and Newco to vote, a sufficient number of shares of common stock of First Advantage so as to elect from time to time to the board of directors of First Advantage an individual designated in writing by Experian.

6. Tag-Along Right. If, following a First American Distribution in which First American caused Newco to distribute to First American and FAREISI all or any portion of First American's and FAREISI's collective pro rata portion of the securities of First Advantage held by Newco (such securities, the "Distributed Securities"), First American and/or FAREISI proposes to sell in a single transaction or a series of related transactions an amount of such Distributed Securities which constitutes not less than 5% of the then issued and outstanding capital stock of First Advantage to a person or entity who is not a direct or indirect subsidiary of First American (the "Tag Along Purchaser"), Experian shall have the right to cause FARES to make (a) in the event of a sale by First American and FAREISI of their entire aggregate pro rata portion of the First Advantage capital stock owned by Newco, a FARES Distribution or (b) in the event of a sale by First American and FAREISI of less than all of First American's and FAREISI's aggregate pro rata portion of the securities of First Advantage held by Newco, a Special FARES Distribution (either of which distributions may, at Experian's option, be contingent on the consummation of the transaction contemplated by the Tag Along Offer (as defined below)) and to require First American and/or FAREISI to cause the Tag Along Purchaser to purchase all, but not less than all, of the voting securities of First Advantage held, or to be held, by Experian subsequent to such FARES Distribution or Special FARES Distribution, as the case may be (such right, the "Tag Along Right"; such securities, the "Tag Along Securities"). If Experian exercises the Tag Along Right, First American and/or FAREISI shall require that the Tag Along Purchaser make an offer (the "Tag Along Offer") in writing (containing reasonable detail regarding the material terms of the proposed transaction) to Experian to purchase the Tag Along Securities (such Tag Along Offer to be open for acceptance by Experian for a period of not less than fourteen (14) days) at the same per security price as that offered to First American and/or FAREISI. The consideration for the Tag Along Securities shall be payable in cash or in the same form as that offered by the Tag Along Purchaser to First American and/or FAREISI in full without set off within a reasonable period of time of acceptance of the Tag Along Offer by Experian but in any event no later than thirty (30) days after such acceptance. Pending such payment, First American shall not be entitled to transfer any of the Distributed Securities to the Tag Along Purchaser. If Experian does not accept the Tag Along Offer within such fourteen-day period, First American and FAREISI may transfer the Distributed Securities to the Tag Along Purchaser on price, payment and liquidity terms no more favorable than those set forth in the Tag Along Offer at any time after the close of such fourteen-day period but prior to the 90th day thereafter. If the Tag Along Purchaser fails or refuses to make a Tag Along Offer to Experian, as a provided above, First American and FAREISI shall not transfer any Distributed Securities to such Tag Along Purchaser.

7. Squeeze Out Transactions. Provided (a) Experian's membership interest in FARES is equal to or greater than twenty percent (20%) of all membership interests; and (b) FARES' membership interest in Newco is equal to or greater than twenty percent (20%) of all membership interests; and (c) Newco owns twenty percent (20%) or more of all of the issued and outstanding equity of First Advantage; and (d) Experian has not caused a FARES Distribution (excluding, for the avoidance of doubt, a Special FARES Distribution), First American will not,

without first obtaining the written consent of Experian, cause First Advantage to consummate a merger with First American or any subsidiary of First American which would result in First American or such subsidiary of First American owning all of the issued and outstanding securities of First Advantage (a "Squeeze-Out Merger"), unless First American agrees or such subsidiary of First American agrees to contribute to Newco, as soon as practicable following the Squeeze-Out Merger, for the same consideration received by Newco in the Squeeze-Out Merger, such number of securities in First Advantage (or an equivalent value of securities in any successor resulting from such Squeeze-Out Merger) received by First American or such subsidiary of First American from Newco in such Squeeze-Out Merger.

8. Amendment to the Contribution Agreement. As of the Closing Time, the Contribution Agreement shall be amended as follows:

(a) The defined term "Adjusted Earnings" in Section 1.01 is deleted in its entirety and replaced with the following:

“Adjusted Earnings” means, for any period, an amount equal to the sum of (i) the profits of NEWCO and FARES II, on a consolidated basis, minus NEWCO’s equity in the profits of First Advantage, assuming an effective tax rate of 40% (which percentage the Parties may from time to time hereafter agree to adjust to reflect material changes in tax rates) and (ii) NEWCO’s equity in the profits of First Advantage (minus 40% of such profits only if US GAAP requires NEWCO’s equity therein to be on a pre-tax basis), in either case as determined in accordance with US GAAP and excluding extraordinary gains and charges, restructuring charges and other unusual or infrequently occurring items.”.

(b) Section 1.01 shall be amended by adding the following term in alphabetical order:

“First Advantage” shall mean First Advantage Corporation, a Delaware corporation.”.

(c) Section 5.10 shall be amended and restated to read as follows:

“5.10 Certain Fees. NEWCO, by its execution of the acknowledgment on the signature page hereto, agrees to pay the following fees:

(a) so long as any FAFCO Member is a Member of NEWCO, a fee to FAFCO in respect of management services provided by FAFCO from time to time by NEWCO in an amount equal to 0.80% of NEWCO’s gross revenues (excluding therefrom the gross revenues of First Advantage attributable to NEWCO), as determined in accordance with US GAAP, which fee shall be paid in arrears for each calendar quarter within 30 days of the conclusion of the previous quarter; and

(b) so long as EXPERIAN is a Member of NEWCO, a fee to EXPERIAN in respect of management services provided by EXPERIAN from time to time by NEWCO in an amount equal to 0.20% of NEWCO's gross revenues (excluding therefrom the gross revenues of First Advantage attributable to NEWCO), as determined in accordance with US GAAP, less the amount of any royalty payments payable by NEWCO pursuant to Section 3 of the Trademark License Agreement, which fee, if any, shall be paid in arrears for each calendar quarter within 30 days of the conclusion of the previous quarter.”.

9. Amendment to the Operating Agreement. As of the Closing Time, the Operating Agreement is amended as follows:

(a) The defined term “Company Development Opportunity” in Section 1.01 is deleted in its entirety and replaced with the following:

““Company Development Opportunity” means any business opportunity related to real estate lending specifically involving acquisition, development, construction, operation or management of appraisal services, flood compliance, real estate tax reporting, tax certification, tax outsourcing, mortgage assignments, tax valuation, real property field services and real estate transaction document preparation.”.

(b) The following defined terms are added to Section 1.01 in alphabetical order:

““Credit Reporting Development Opportunity” means any business opportunity related to real estate lending specifically involving the acquisition, development, construction, operation or management of merged credit reporting.

“First Advantage” means First Advantage Corporation, a Delaware corporation.

“First Advantage Holdco” means the limited liability company formed by the Company and FAFCO to hold voting securities of First Advantage.

“First Advantage Holdco Operating Agreement” means the operating agreement for First Advantage Holdco.

“First Advantage Transaction” means the transaction whereby the Company sold its credit reporting business to First Advantage in exchange for First Advantage Voting Securities.

“First Advantage Voting Securities” means voting securities issued by First Advantage and owned by the Company.”.

(c) The phrase “Each of the following acts, events or occurrences shall constitute a “Major Decision”.” contained in Section 4.03 shall be deleted in its entirety and shall be replaced with the following phrase:

“Each of the following acts, events or occurrences and each “Major Decision” (as that term is defined in the First Advantage Holdco Operating Agreement) shall constitute a “Major Decision” hereunder:”.

(d) Section 4.03 shall be further amended by (i) deleting the word “or” at the end of paragraph (l); (ii) deleting the period at the end of paragraph (m) and substituting “; or” therefor; and (iii) adding a new paragraph (n) which shall read as follows:

“(n) aside from a distribution of First Advantage Voting Securities by the Company to any Member, any sale, transfer, pledge or other transaction by the Company involving the First Advantage Securities owned by the Company and any voluntary conversion by the Company of the First Advantage Securities from one type or class of security to another type or class of security.”.

(e) Subsections (a) and (a)(1) of Section 5.05 are deleted in their entirety and replaced with the following:

“(a) Subject to applicable law and any limitations contained elsewhere in this Agreement (including, without limitation, Section 4.05(b)), the Management Committee (i) shall, at the time of any payment by the Members in respect of their income tax obligations attributable to their respective Membership Interests, distribute to the Members, based upon their then respective Percentage Interests, 40% (which percentage the Management Committee may from time to time hereafter, upon the unanimous vote of the Managers, adjust to reflect material changes in tax rates) of Net Profits, minus the Company’s equity in the earnings of First Advantage, plus any dividends paid by First Advantage to the Company, in each case for the period for which such payment of taxes is being made and (ii) may, in its sole discretion, elect from time to time to otherwise distribute Distributable Cash to the Members; provided that:

- (1) until the fifth anniversary of the closing of the First Advantage Transaction (the “Covered Period”), to the extent that such distribution and any concurrent distribution made pursuant to clause (3) below would not leave the Company and FARES II and their respective subsidiaries (other than First Advantage) with an aggregate cash balance of less than \$30,000,000, the Management Committee shall distribute for each year of such period an

amount equal to not less than 67% of the difference of (A) Net Profits, minus the Company's equity in the earnings of First Advantage, plus any dividends paid by First Advantage to the Company for the applicable year minus (B) any distribution made pursuant to subsection (a), clause (i) of this Section 5.05 for such year;"

(f) Subsections (a)(3) and (a)(4) of Section 5.05 are deleted in their entirety and replaced with the following:

"(3) for each year during the Covered Period, so long as such distribution and any concurrent distribution made pursuant to clause (1) above would not leave the Company and FARES II and their respective subsidiaries (other than First Advantage) with an aggregate cash balance of less than \$30,000,000, the Management Committee shall distribute for each year of such period an amount equal to not less than 67% of the difference of (A) the consolidated FARES II Net Profits minus (B) any distribution made pursuant to clause (i) of Section 5.05(a) of the FARES II Operating Agreement for such year;

(4) during the Covered Period, promptly following any distributions made pursuant to clause (1) and either clause (2) or clause (3) of this proviso, the Management Committee shall distribute any cash held by the Company in excess of \$100,000,000; provided that for purposes of calculating cash held by the Company, cash held by the Company, FARES II and their respective subsidiaries (other than First Advantage) shall be deemed cash held by the Company; and".

(g) The phrase "All distributions hereunder shall be made in the following order of priority:" contained in Section 5.05(b) shall be deleted in its entirety and shall be replaced with the following phrase: "All distributions under Section 5.05(a) shall be made in the following order of priority:".

(h) Section 5.05 shall be amended by adding a new subsection (c) which shall read as follows:

"(c) Subject to applicable law, in the event the Company receives any First Advantage Voting Securities from First Advantage Holdco pursuant to a distribution under the First Advantage Operating Agreement, the Company shall promptly distribute the same to the Members in proportion to their Percentage Interests."

(i) The first sentence of Section 5.06 shall be deleted in its entirety and the following shall be substituted therefor: "A Member, regardless of the nature of the Member's Capital Contribution, has no right to demand and receive any distribution from the Company in any form other than money and First Advantage Voting Securities."

(j) Section 7.01 is deleted in its entirety and replaced with the following:

"7.01 "Business Opportunities.

(a) If the Company becomes aware of any Company Development Opportunity, the Management Committee will give due consideration to the desirability of pursuing such Company Development Opportunity. Except as provided in Section 7.01(d), if the Company does not promptly pursue such Company Development Opportunity, each of the Members and their respective Affiliates shall be free to pursue such Company Development Opportunity and the Company shall not have any right, claim or interest in or to any revenues or assets resulting therefrom.

(b) Should any Member or any of its Affiliates discover, develop or be offered a Company Development Opportunity, such Person will first offer such Company Development Opportunity to the Company. Except as provided in Section 7.01(d), if the Management Committee does not promptly pursue such Company Development Opportunity, then the Person discovering, developing or being offered such Company Development Opportunity and its Affiliates shall be free to pursue such Company Development Opportunity and neither the Company nor any other Member shall have any right, claim or interest in or to any revenues or assets resulting therefrom.

(c) Should any Member or any of its Affiliates discover, develop or be offered a Credit Reporting Development Opportunity, such person will first offer such Credit Reporting Development Opportunity to First Advantage. If First Advantage does not promptly pursue such Credit Reporting Development Opportunity, then the Person discovering, developing or being offered such Credit Reporting Development Opportunity and its Affiliates shall be free to pursue such Credit Reporting Development Opportunity and none of First Advantage, the Company or any other Member shall have any right, claim or interest in or to any revenues or assets resulting therefrom.

(d) Notwithstanding anything in Sections 7.01(a) and 7.01(b) to the contrary, no FAFCO Member nor any of its Affiliates shall be free to pursue any Company Development Opportunity offered to but not promptly pursued by the Company if (i) such Company Development Opportunity was offered to the Company by a FAFCO Member or any of its Affiliates and (ii) the Experian Managers voted to pursue such

Company Development Opportunity. Notwithstanding anything in Sections 7.01(a) and 7.01(b) to the contrary, neither EXPERIAN nor any of its Affiliates shall be free to pursue any Company Development Opportunity offered to but not promptly pursued by the Company if (i) such Company Development Opportunity was offered to the Company by EXPERIAN or any of its Affiliates and (ii) the FAFCO Managers voted to pursue such Company Development Opportunity.”

(e) Notwithstanding anything in Section 7.01(a), 7.01(b) or 7.01(d) to the contrary, to the extent any provision of this Agreement regarding Company Development Opportunities conflicts with the Data Services Agreement reference in Section 7.01(d) of the JV Agreement, the provisions of the Data Services Agreement shall control.

(k) The second sentence of Section 10.08 is deleted in its entirety and replaced by the following:

“Except as set forth in Section 10.12 below, nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.”

(l) A new Section 10.12 is added containing the following text:

“10.12. Third Party Beneficiary. First Advantage will be, for all purposes, treated as a third party beneficiary of Section 7.01(c) of this Agreement, and shall be entitled to the benefits of such Section; provided, that First Advantage may not assign such benefits without the written consent of each Party.”

10. Amendment to the Trademark Agreement. As of the Closing Time, Section 3 of that certain Trademark License Agreement, made the __ day of November, 1997 by and between Experian and FARES shall be amended and restated to read as follows:

“3. **Royalty**. So long as Licensee shall have the right to use the Trademark as provided for herein (whether or not Licensee actually uses the Trademark), Licensee shall pay to Licensor 0.2% of Licensee’s gross revenues, as computed under US GAAP and excluding therefrom the gross revenues of First Advantage Corporation attributable to Licensee, if any. Such royalty payments shall be made each calendar quarter, within thirty (30) days of the conclusion of the previous quarter.”

11. Consent. Experian hereby consents to the First Advantage Transaction in all material respects on the terms set forth in the Master Transfer Agreement (including the schedules and exhibits thereto).

12. Miscellaneous.

(a) Fees and Expenses. Except as provided in Section 3, all costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

(b) Extension; Waiver. At any time prior to the Closing Time, the Parties hereto, by action taken by or on behalf of the respective boards of directors or other governing body of such Parties, may (i) extend the time for the performance of any of the obligations or other acts of the other Parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein of the other Parties or in any document, certificate or writing delivered pursuant hereto by the other Parties or (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

(c) Confidentiality. Subject to the requirements of applicable law, each Party shall maintain in confidence all information received from any other Party as a result of any due diligence investigation conducted relative to the execution of this Agreement and the First Advantage Transaction and shall use such information only in connection with evaluating the transactions contemplated hereby, except in accordance with the immediately succeeding sentence, shall not disclose any such information to a third party or make any unauthorized use thereof. The obligation of confidentiality and non-use shall not apply to any information which (i) is or becomes generally available to the public through no fault of the receiving party, (ii) is independently developed by the receiving party or (iii) is received in good faith from a third party who is lawfully in possession of such information and has the lawful right to disclose or use it.

(d) Public Announcements. The Parties agree to consult promptly with each other prior to issuing any press release or otherwise making any public statement with respect to the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation and review by the other Party of a copy of such release or statement, unless required by applicable law.

(e) Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or by mail, postage prepaid, sent by telecopier, as follows:

(i) if to Experian, to it at:

Experian Information Solutions, Inc.
475 Anton Blvd.
Costa Mesa, California 92626-7036
Telephone: (714) 830-5331
Facsimile: (714) 830-2513
Attention: Senior Vice President and Lead Attorney

with a copy to:

Sonnenschein Nath & Rosenthal LLP
8000 Sears Tower
Chicago, Illinois 60606
Telephone: (312) 876-3180
Facsimile: (312) 876-7934
Attention: Michael D. Rosenthal

(ii) if to First American, to it at, or to FARES, to it in care of:

The First American Corporation
1 First American Way
Santa Ana, California 92702
Telephone: (714) 800-3000
Telecopier: (714) 800-3403
Attention: Chief Executive Officer General Counsel

with a copy to:

White & Case
633 West Fifth Street, 19th Floor
Los Angeles, California 90071
Telephone: (213) 620-7700
Telecopier: (213) 687-0758
Attention: Neil W. Rust

or to such other Person or address as any Party shall specify by notice in writing to each of the other Parties. Except for a notice of a change of address, which shall be effective only upon receipt thereof, all such notices, requests, demands, waivers and communications properly addressed shall be effective: (i) if sent by U.S. mail, three business days after deposit in the U.S. mail, postage prepaid; (ii) if sent by FedEx or other overnight delivery service, two business days after delivery to such service; (iii) if sent by personal courier, upon receipt; and (iv) if sent by facsimile, upon receipt.

(f) Entire Agreement. This Agreement and the Exhibits and other documents referred to herein or delivered pursuant hereto, collectively contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersede all prior agreements and understandings, oral and written, with respect thereto (including the Original Omnibus Agreement) unless specifically set forth to the contrary herein. Any reference to the Original Omnibus Agreement shall from and after the date hereof be deemed to be a reference to this Agreement.

(g) Binding Effect; Benefit; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of each other Party.

Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) Amendments, etc. All amendments, modifications and supplements to this Agreement shall be in writing signed by the Parties hereto.

(i) Further Actions. Each of the Parties hereto agrees that it will use its reasonable best efforts to do all things reasonably necessary to consummate the transactions contemplated hereby.

(j) Counterparts; Facsimile Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signature and each such signature shall be treated in all respects as having the same effect as an original signature.

(k) Applicable Law; Submission to Jurisdiction.

(i) This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules thereof.

(ii) Each of the Parties agrees that any legal action or proceeding with respect to this Agreement may be brought in the Courts of the State of California or the United States District Court for the Central District of California and, by execution and delivery of this Agreement, each Party hereby irrevocably submits itself in respect of its property, generally and unconditionally to the non-exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Each Party consents to process being served in any such action or proceeding by the mailing of a copy thereof to the address for notices to it set forth above and agrees that such service upon receipt shall constitute good and sufficient service of process or notice thereof. Nothing in this paragraph shall affect or eliminate any right to serve process in any other matter permitted by law.

(l) Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(m) Construction. All references to Sections, subsections and Exhibits are to Sections, subsections and Exhibits in or to this Agreement unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" is not limiting and means "including without limitation." All

accounting terms not specifically defined herein shall be construed in accordance with United States generally accepted accounting principles applied on a consistent basis. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including." This Agreement is the result of negotiations among and has been reviewed by counsel to the Parties and is the product of all Parties. Accordingly, this Agreement shall not be construed against any Party merely because of such Party's involvement in its preparation.

(n) Full Force and Effect. Except as expressly modified by this Agreement, the Contribution Agreement and the Operating Agreement shall continue to be and remain in full force and effect in accordance with its terms. Any future reference to the Contribution Agreement or the Operating Agreement shall from and after the Closing Time be deemed to be a reference to the Contribution Agreement or the Operating Agreement, respectively, as amended by this Agreement.

(o) Representations and Warranties. First American represents and warrants to Experian that (i) as of the date hereof First American owns 16,027,286 shares of the Class B common stock of First Advantage and (ii) the Master Transfer Agreement contemplates that First Advantage will issue to Newco 30,048,780 shares of the Class B common stock of First Advantage as of the Closing Time plus an indeterminable number of shares of the Class B common stock of First Advantage in connection with the DealerTrack Earn Out.

IN WITNESS WHEREOF, each of the Parties has caused its name to be hereunto subscribed by its officer thereunto duly authorized, all as of the day and year first above written.

THE FIRST AMERICAN CORPORATION,
acting for itself and the First American Subsidiaries

By: /s/ Parker S. Kennedy

Name: Parker S. Kennedy
Title: Chairman and CEO

EXPERIAN INFORMATION SOLUTIONS, INC.

By: /s/ Scott N. Leslie

Name: Scott N. Leslie
Title: Secretary

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

By: /s/ Parker S. Kennedy

Name: Parker S. Kennedy
Title: President

LIMITED LIABILITY COMPANY AGREEMENT

OF

FADV HOLDINGS LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

DATED AS OF [_____], 2005

LIMITED LIABILITY COMPANY AGREEMENT
OF
FADV HOLDINGS LLC

This LIMITED LIABILITY COMPANY AGREEMENT dated as of [_____], 2005 (this “**Agreement**”) is entered into by THE FIRST AMERICAN CORPORATION (“**First American**”), FIRST AMERICAN REAL ESTATE INFORMATION SERVICES, INC. (“**FAREISI**”) and FIRST AMERICAN REAL ESTATE SOLUTIONS LLC (“**FARES**”), as members (each, a “**Member**”; and, collectively, the “**Members**”) of FADV Holdings LLC, a Delaware limited liability company (the “**Company**”).

ARTICLE 1. FORMATION

1.1. **Organization.** The name of the Company is FADV Holdings LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law. The Company has been organized as a Delaware limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, §§ 18-101 *et seq.* of the Delaware Code (the “**Act**”), as the same may be amended from time to time.

1.2. **Management Committee.** The Members shall appoint ten (10) Persons to act as “managers” of the Company within the meaning of the Act (each, a “**Manager**” and together with their successors, the “**Managers**”) with the authority to manage the Company as a Management Committee (the “**Management Committee**”). The Members hereby agree that the members of the Management Committee shall at all times be the same individuals that serve on the management committee of FARES.

1.3. **Term.** The term of the Company shall be perpetual until dissolved and its affairs wound up in accordance with the Act and this Agreement.

1.4. **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the certificate of formation of the Company (the “**Certificate**”) as filed in the office of the Delaware Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Management Committee shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

ARTICLE 2. DEFINITIONS AND CONSTRUCTION

2.1. **Definitions.** For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

“**Act**” shall have the meaning set forth in Section 1.1 hereof.

“**Affiliate**” shall mean, with respect to any Person, any other Person that controls such Person, is controlled by such Person or is under common control with such Person.

“**Agreement**” shall mean this limited liability company agreement including all amendments adopted in accordance with this Agreement and the Act.

“Capital Contribution” shall mean any Contribution or contribution of services made by or on behalf of a Member as consideration for the Membership interest of such Member.

“Certificate” shall have the meaning set forth in Section 1.4 hereof.

“Certificate of Cancellation” shall have the meaning set forth in Section 10.2 hereof.

“Company” shall have the meaning set forth in the opening paragraph hereof.

“Company Property” shall mean any Property owned by the Company.

“Contribution” shall mean any contribution of Property made by or on behalf of a Member as consideration for a Membership interest or as a contribution of the capital of the Company.

“DealerTrack Shares” shall have the meaning set forth in Section 6.2 hereof.

“Deemed FADV Shares” means, with reference to First American, FAREISI or FARES, an amount equal to the product of such entity’s respective percentage interest in the Company immediately prior to the receipt by the Company of the DealerTrack Shares and the total voting securities of First Advantage held by the Company immediately prior to the receipt by the Company of the DealerTrack Shares;

“Distribution” shall mean a transfer of Company Property to a Member on account of its Membership interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for such Member’s interest, or otherwise.

“Experian” shall mean Experian Information Solutions, Inc., an Ohio corporation.

“FAREISI” shall have the meaning set forth in the opening paragraph hereof.

“FARES” shall have the meaning set forth in the opening paragraph hereof.

“FARES Assets” shall have the meaning provided in the Omnibus Agreement.

“FARES Attributable Securities” shall mean those First Advantage Securities received by the Company in consideration of the contribution by the Company of the FARES Assets to First Advantage pursuant to the First Advantage Transaction.

“FARES Distribution” shall have the meaning provided in Section 7.2(a).

“FARES Managers” shall have the meaning provided in Section 5.1(b).

“FARES Operating Agreement” shall mean that certain Operating Agreement for First American Real Estate Solutions LLC, a California limited liability company, dated as of November 30, 1997, by and among certain subsidiaries of First American and Experian, as amended by (i) that certain Agreement of Amendment, dated June 30, 2003, by and between First American and Experian, (ii) that certain Second Agreement of Amendment, dated September 23, 2003, by and between First American and Experian, and (iii) the Omnibus Agreement.

“First Advantage” shall mean First Advantage Corporation, a Delaware corporation.

“First Advantage Securities” shall mean any and all securities issued by First Advantage and any securities issued upon conversion or exchange thereof.

“First Advantage Transaction” shall mean the transactions described in that certain letter of intent dated March 22, 2005 between First American and First Advantage, including, without limitation, the transaction whereby FARES will sell its credit reporting business to First Advantage in consideration of the receipt by FARES of First Advantage Securities.

“First American” shall have the meaning set forth in the opening paragraph hereof.

“First American Contribution Agreement” means the form of contribution agreement attached as Exhibit A to that certain Amended and Restated Master Transfer Agreement, dated June 22, 2005, among First American, FAREISI, FARES, the Company and First Advantage.

“First American Distribution” shall have the meaning provided in Section 7.2(b).

“First American Managers” shall have the meaning provided in Section 5.1(b).

“Management Committee” shall have the meaning provided in Section 1.2.

“Manager” and **“Managers”** shall each have the meaning provided in Section 1.2.

“Member” and **“Members”** shall have the meaning set forth in the opening paragraph hereof.

“Membership” shall mean a Member’s entire interest in the Company including such Member’s rights in the Company’s profits, losses and Distributions pursuant to this Agreement and the Act and such other rights and privileges that such Member may enjoy by being a Member.

“Officer” shall mean one or more Officers. Specifically, Officer shall mean each individual appointed by the Management Committee pursuant to Section 5.3 hereof and any individual or individuals who succeed each such individual in that capacity.

“Omnibus Agreement” shall mean that certain Amended and Restated Omnibus Agreement, dated as of June 22, 2005, by and between First American and Experian.

“Percentage Interest” shall mean, with respect to a Member at any time, the percentage determined by dividing the balance of the capital account of such Member at that time by the sum of the balances of the capital accounts of all Members at that time.

“**Person**” shall mean and include any individual, partnership, association, joint stock company, joint venture, corporation, trust, limited liability company, unincorporated organization, government, agency or political subdivision thereof.

“**Proceeding**” shall mean any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, the Members or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

“**Property**” shall mean any property real or personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

“**Tag Along Right**” shall have the meaning given to such term in the Omnibus Agreement.

“**Taxing Jurisdiction**” shall mean any state, local, or foreign government that collects tax, interest or penalties, however designated, on a Member’s share of the income or gain attributable to the Company.

2.2. **Construction.** This Agreement shall be construed in accordance with the following:

(a) To the fullest extent permissible, each of the Members and the Company hereby waives such provisions of the Act as are inconsistent with the terms hereof.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, Section, and Schedule references are to Articles, Sections, and Schedules of this Agreement unless otherwise specified.

(c) Where the context so requires, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.

(d) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE 3. NATURE OF BUSINESS

3.1. The sole business of the Company is (a) at and prior to the closing of the First Advantage Transaction, to receive the Contributions contemplated by Section 3(a) of the Omnibus Agreement, issue Membership interests in connection therewith and effect the First Advantage Transaction and (b) after the closing of the First Advantage Transaction to receive, hold and exercise any rights associated with First Advantage Securities and any other matter incidental thereto.

ARTICLE 4. NAME AND ADDRESS OF THE MEMBER

4.1. The name and address of each Member is set forth below:

The First American Corporation
1 First American Way
Santa Ana, California 92707
Telephone: (714) 800-3000
Facsimile: (714) 800-3325
Attention: General Counsel

First American Real Estate Information Services, Inc.
c/o The First American Corporation
1 First American Way
Santa Ana, California 92707
Telephone: (714) 800-3000
Facsimile: (714) 800-3325
Attention: General Counsel

First American Real Estate Solutions LLC
c/o The First American Corporation
1 First American Way
Santa Ana, California 92707
Telephone: (714) 800-3000
Facsimile: (714) 800-3325
Attention: General Counsel

ARTICLE 5. MANAGEMENT

5.1. Management Committee's Powers.

(a) Except as provided in the Act or as expressly provided herein, the Management Committee shall have the exclusive power and authority over the conduct of the Company's business, operations and affairs. The Management Committee is hereby authorized and empowered, on behalf and in the name of the Company (a) to carry out the purposes of the Company and (b) to perform all acts, and to enter into (or cause Officers of the Company to enter into) and to perform all contracts and other undertakings, which the Management Committee may in its sole discretion deem necessary or advisable, or which are incidental, to carry out the purposes of the Company and which are not in contravention of this Agreement. Any action taken by the Management Committee shall constitute the act of and serve to bind the Company. The Management Committee shall have the sole power to bind the Company, except to the extent that such power and authority is expressly delegated to any Person by the Management Committee or this Agreement. No delegation of power and authority by the Management Committee shall cause the Management Committee to cease to be the Management Committee of the Company.

(b) So long as Experian shall own at least a 10% membership interest in FARES, the number of Managers of the Company shall be ten, and First American and FAREISI shall designate eight Managers (the "**First American Managers**") and FARES at the direction of Experian shall designate two Managers of the Company (the "**FARES**").

Managers”). First American and FAREISI shall be entitled to remove or replace any First American Manager in its sole discretion upon written notice to the Company (with a copy to Experian). FARES at the direction of Experian shall be entitled to remove or replace any FARES Manager in its sole discretion upon written notice to the Company (with a copy to First American). Each Manager of the Company so designated shall hold office until the next annual meeting of the Members and until their respective successors shall be duly elected or appointed and qualified. Each member of the Management Committee shall have one vote, and the vote of the majority of the members of the Management Committee participating in a meeting of the Management Committee shall constitute the act of the Management Committee, unless otherwise expressly set forth herein.

(c) The Members acknowledge that the Managers are appointed to represent and serve the interests of the Members who appointed such Managers (or, in the case of the FARES Managers, the interests of Experian). The Members agree that no such Manager shall have any liability (including, without limitation, for any claim of breach of fiduciary duty) to the Company or to any Member as a result of taking any action as a Manager, or as an officer or director of a Member, which action the Manager reasonably believes to be in the best interests of the Member he or she represents (or, in the case of the FARES Managers, in the best interests of Experian).

(d) Except as permitted by the Management Committee or this Agreement, no Member shall have any right or authority to take any action on behalf of the Company with respect to third parties.

5.2. Certain Acts Requiring Unanimous Approval of Management Committee. The following acts require the prior unanimous written approval of the Management Committee (each, a **“Major Decision”**):

- (a) The commencement by the Company of any bankruptcy or similar proceeding;
- (b) The amendment of this Agreement or the Certificate;
- (c) The commencement by the Company of any dissolution or winding up of the Company or similar proceeding;
- (d) Except as provided in Sections 7.2 and 7.3, the making of any distribution by the Company;
- (e) Except as provided in Article 6, the making of a call for contributions to the capital of the Company;
- (f) The addition of a new member of the Company or the issuance of any additional membership interests in the Company, except as provided in Article 6; and
- (g) The conduct of any business or operations other than as contemplated by Section 3.1.

5.3. Officers.

(a) **Appointment of Officers.** The Management Committee may appoint one or more Officers at any time. The Officers of the Company, if deemed necessary by the Management Committee, may include a chairperson, chief executive officer, president, vice-president, secretary, chief financial officer or such other Officer or Officers as the Management Committee shall deem appropriate. Each Officer shall serve at the pleasure of the Management Committee, subject to all rights, if any, of such Officer under any written contract of employment that such Officer has with the Company. Any individual may hold any number of offices. No Officer need be a resident of the State of Delaware or a citizen of the United States. Each Officer shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Management Committee.

(b) **Removal, Resignation and Filling of Vacancy of Officers.**

(i) Subject to the rights, if any, of an Officer under a contract of employment, any Officer may be removed, either with or without cause, by the Management Committee at any time.

(ii) Any Officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which such resigning Officer is a party.

(iii) A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

5.5. **Meetings.** The method by which meetings of the Management Committee are noticed, the place or places at which such meetings are to be held, and the protocol for holding such meetings shall be the same as those that govern meetings of the management committee of FARES.

5.6. **Liability of Members and Managers.** Neither the Members nor any Manager shall be liable as Members or Managers for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member or Manager for liabilities of the Company.

5.6. **Indemnification.** The Company shall indemnify the Members and each Manager for all costs, losses, liabilities, claims and damages paid or accrued by any Member or any Manager in connection with the business of the Company or because such Person is a Member or a Manager, to the fullest extent provided or allowed by law. In addition, the Management Committee shall cause the Company to advance costs of participation in any Proceeding to the Members and any Manager. The Management Committee may, with the consent of the Members, indemnify all other employees and agents of the Company for all costs, losses, liabilities, claims and damages paid or accrued by the agent or employee in connection with the business of the Company or because such Person is an agent or employee, to the fullest extent provided or allowed by the law.

5.7. **Compensation of the Members and the Managers.** The Members and the Managers shall be reimbursed all reasonable expenses incurred on behalf of the Company but shall not be entitled to any other compensation.

5.8. **Standard of Care of Members and the Managers.** Each Member's and each Manager's duty of care in the discharge of such Member's and such Manager's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Member and each Manager shall be fully protected in relying in good faith upon the records kept by the Company and upon such information, opinions, reports or statements by any of the Company's agents, or by any other Person, as to matters the Members and each Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

ARTICLE 6. CONTRIBUTIONS

6.1. **Initial Contributions.** Each Member shall make a Contribution to Newco of the assets and liabilities contemplated by Section 3(a) of the Omnibus Agreement immediately prior to the closing of the First Advantage Transaction. No interest shall accrue on any Contribution and no Member shall have the right to withdraw or be repaid any Contribution except as provided in this Agreement.

6.2. **Subsequent Contributions.** In the event that after the closing of the First Advantage Transaction the Company receives additional voting securities of First Advantage in connection with the DealerTrack Earn Out (as defined in the First American Contribution Agreement) (the "DealerTrack Shares"), following the receipt of such additional voting securities the Company will issue additional Membership interests to First American so that the total Percentage Interest held by (a) First American is equal to (X) the sum of First American's Deemed FADV Shares plus the DealerTrack Shares divided by (Y) the total voting securities of First Advantage held by the Company (including the DealerTrack Shares), (b) FAREISI is equal to the sum of FAREISI's Deemed FADV Shares divided by the total voting securities of First Advantage held by the Company (including the DealerTrack Shares) and (c) FARES is equal to the sum of FARES's Deemed FADV Shares divided by the total voting securities of First Advantage held by the Company (including the DealerTrack Shares).

ARTICLE 7. DISTRIBUTIONS

7.1. **Distributions at the Direction of the Management Committee.** Except as provided by nonwaivable provisions of the Act and except as provided in Sections 5.2, 7.2 and 7.3, the Company may not make distributions to its Members.

7.2. **Distributions at the Direction of a Member.**

(a) At the written direction of Experian, the Management Committee shall

cause the Company to distribute to FARES all, but not less than all, of the FARES Attributable Securities held by the Company at the time of such distribution (the “**FARES Distribution**”).

(b) At the written direction of First American (with copies thereof delivered to Experian at its address as specified in the FARES Operating Agreement not less than two (2) business days prior to such distribution where such distribution is subject to a Tag Along Right and not less than ten (10) business days prior to any other distribution), the Management Committee shall cause the Company to distribute to First American and FAREISI all or a portion of their collective Percentage Interest of the First Advantage Securities held by the Company at the time of such distribution (the “**First American Distribution**”) so long as no FARES Attributable Securities are distributed to First American or FAREISI pursuant thereto and First American and FAREISI sell to a Person that is not an Affiliate of First American or spins-off to First American’s shareholders such distributed First Advantage Securities within 60 days of such distribution; provided, however, that if a First American Distribution would require the Company to distribute less than all of First American’s and FAREISI’s collective Percentage Interest of the First Advantage Securities held by the Company and such First American Distribution would cause the Company to own less than 20% of the issued and outstanding capital stock of First Advantage or the then outstanding voting power of all outstanding securities of First Advantage eligible to vote for members of the Board of Directors of First Advantage, the Company shall not be permitted to make such First American Distribution; provided further that, in the event of a First American Distribution of less than all of First American’s Percentage Interest of the First Advantage Securities held by the Company, then simultaneously therewith, Experian shall, by written notice delivered to the Management Committee, have the right to cause a distribution of a portion of the FARES Attributable Securities held by the Company which distribution shall be proportional to First American’s and FAREISI’s aggregate *pro rata* portion being distributed in such First American Distribution, provided that Experian exercises its Tag Along Right with respect to all of the FARES Attributable Securities indirectly distributed to Experian at such time.

7.3. Distributions of First Advantage Dividends and Proceeds. In the event the Company receives any distribution of cash or property from First Advantage in respect of the First Advantage Securities owned by the Company (other than a distribution of additional First Advantage Securities) or cash proceeds in connection with a sale of First Advantage, whether structured as a merger, stock sale, asset sale or otherwise (other than cash proceeds from a Squeeze-Out Merger, as defined pursuant to the Omnibus Agreement, in which such proceeds are to be applied to purchase securities pursuant to Section 7 of the Omnibus Agreement), the Company shall, as soon as practicable thereafter, distribute such cash or such property to the Members in accordance with their respective Percentage Interests.

ARTICLE 8. TAXES

8.1. Elections. The tax partner of the Company shall be First American. As tax partner, First American may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8.2. **Taxes of Taxing Jurisdictions.** To the extent that the laws of any Taxing Jurisdiction requires, the Management Committee will prepare, or will cause to be prepared, and each Member will execute and submit an agreement indicating that such Member will make timely income tax payments to the Taxing Jurisdiction and that such Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to such Member's income, and interest, and penalties assessed on such income, if such agreement is required by the Taxing Jurisdiction. If a Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 7.

8.3. **Method of Accounting.** The records of the Company shall be maintained on the same method of accounting as that of FARES.

ARTICLE 9. DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBER

9.1. **Disposition and Admission.** A Member's Membership interest is transferable either voluntarily or by operation of law, but only to an entity that is an Affiliate of such Member. Subject to the preceding sentence, a Member may not dispose of all or a portion of its Membership interest. Notwithstanding any provision of the Act to the contrary, upon the disposition of a Member's Membership interest, the transferee shall be admitted upon the completion of the transfer without further action. Upon the transfer of a Member's entire Membership interest (other than a temporary transfer or transfer as a pledge or security interest), such Member shall cease to be a Member and shall have no further rights or obligations under this Agreement, except that such Member shall have the right to such information as may be necessary for the computation of such Member's tax liability.

ARTICLE 10. DISSOLUTION AND WINDING UP

10.1. **Dissolution.** The Company shall be dissolved and its affairs wound up upon the affirmative vote of the Management Committee required by Section 5.2(c). Notwithstanding any provision of the Act to the contrary, the Company shall continue and not dissolve as a result of the resignation, expulsion, bankruptcy or dissolution of any Member or any other event that terminates the continued Membership of the Member.

10.2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company shall not be terminated until the winding up of the affairs of the Company is completed and a certificate of cancellation complying with §18-203 of the Act (the "**Certificate of Cancellation**") has been filed with the Delaware Secretary of State.

10.3. **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Company Property shall be distributed:

- (a) To creditors, including any Member if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and
- (b) To the Members.

Such distributions shall be in cash, Property other than cash, or both, as determined by the Management Committee; provided, however, any distribution of First Advantage Securities required to be made to FARES pursuant to this Section 10.3 shall first be made with FARES Attributable Securities held by the Company, if any, and then with any other First Advantage Securities held by the Company.

10.4. Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, the Management Committee or other person designated by the Management Committee shall deliver the Certificate of Cancellation to the Delaware Secretary of State for filing.

ARTICLE 11. AMENDMENT

11.1. Subject to Section 5.2(b), this Agreement may be amended or modified from time to time by written instrument executed by the Members and the Company.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1. Capital Accounts. For purposes of determining the capital accounts of the Members, each share of Class A Common Stock and Class B Common Stock of First Advantage distributed by the Company (whether pursuant to Article 7 or otherwise) or contributed to the Company (whether pursuant to Article 6 or otherwise) shall be deemed to have the same value as shares of Class A Common Stock and Class B Common Stock of First Advantage held by the Company.

12.2. Entire Agreement. This Agreement represents the entire agreement between the Members and the Company as to the subject matter hereof.

12.3. Rights of Creditors and Third Parties Under Agreement. This Agreement is entered into between the Members and the Company for the exclusive benefit of the Company, its Members, the Management Committee and their successors and assignees and, to the extent provided in Sections 5.1(b) and 7.2, Experian. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person other than Experian to the extent provided in Sections 5.1(b) and 7.2. Except and only to the extent provided by applicable statute, no such creditor or third party (other than Experian to the extent provided in Sections 5.1(b) and 7.2) shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any Capital Contribution or otherwise.

12.4. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by mail, postage prepaid, or sent by facsimile, as follows:

If to any Member, at the address for such Member designated in Section 4.1 hereof, with a copy of any notice to FARES being sent to Experian at the address for such notices under the Omnibus Agreement.

If to the Company, to:
FADV Holdings LLC
c/o The First American Corporation
1 First American Way
Santa Ana, California 92707
Telephone: (714) 800-3000
Facsimile: (714) 800-3325
Attention: General Counsel

or to such other Person or address as the Company or any Member shall specify by notice in writing to the other parties. Except for a notice of a change of address, which shall be effective only upon receipt, all such notices, requests, demands, waivers and communications properly addressed shall be effective and deemed received by the applicable Person: (a) if sent by U.S. mail, three Business Days after deposit in the U.S. mail, postage prepaid; (b) if sent by Fedex or other overnight delivery service, one Business Day after delivery to such service; (c) if sent by personal courier, upon receipt; and (d) if sent by facsimile, upon receipt.

12.5. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

12.6. **Governing Law.** This Agreement, including its existence, validity, construction and operating effect, and the rights of each of the parties hereto, shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference to conflict of laws principles.

12.7. **Successors.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each of the parties hereto. Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12.8. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

THE FIRST AMERICAN CORPORATION

By: _____

Name:

Title:

FIRST AMERICAN REAL ESTATE INFORMATION
SERVICES, INC.

By: _____

Name:

Title:

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

By: _____

Name:

Title:

EXHIBIT B

See Exhibit 99.3 to the Schedule 13D/A, which is incorporated by reference herein.

MEMBERS OF FADV HOLDINGS LLC

| <u>Name of Member</u> | <u>Business Address</u> | <u>Principal Occupation</u> |
|---|---|---|
| The First American Corporation | 1 First American Way Santa Ana, California 92707 | Diversified provider of business information and related products |
| First American Real Estate Solutions LLC | 12395 First American Way Poway, California 92064 | Provider of property and ownership information |
| First American Real Estate Information Services, Inc. | 1 First American Way Santa Ana, California 92707 | Provider of services to the to the mortgage lending community |

EXECUTIVE OFFICERS, DIRECTORS AND CONTROLLING SHAREHOLDERS OF
THE FIRST AMERICAN CORPORATION

| <u>Name of Executive Officer</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock(1)</u> |
|----------------------------------|--|---|---|
| Parker S. Kennedy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman of the Board and Chief Executive Officer, The First American Corporation | 18,209(2) |
| Craig I. DeRoy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, The First American Corporation | 0 |
| Thomas A. Klemens | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Senior Executive Vice President and Chief Financial Officer, The First American Corporation | 0 |
| Dennis J. Gilmore | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chief Operating Officer and President, Property Information Segment, The First American Corporation | 0 |
| Gary L. Kermott | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Executive Vice President, The First American Corporation | 0 |
| John Long | c/o First Advantage Corporation One Progress Plaza, Suite 2400 St. Petersburg, Florida 33701 | Chief Executive Officer, First Advantage Corporation | 363,047(3) |
| Anand Nallathambi | c/o First Advantage Corporation One Progress Plaza, Suite 2400 St. Petersburg, Florida 33701 | President, First Advantage Corporation | 1,000 |
| Barry M. Sando | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Mortgage Information Segment, The First American Corporation | 1,000 |
| Kenneth D. DeGiorgio | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Senior Vice President and General Counsel, The First American Corporation | 42,334(4) |
| Max O. Valdes | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice President and Chief Accounting Officer, The First American Corporation | 0 |

- (1) No individual stockholder listed on any part of this Exhibit 99.14 is a beneficial owner of more than 1% of the Class A Stock as of September 23, 2005, based on 8,033,530 shares of Class A Stock and 46,076,066 shares of Class B Stock outstanding on such date.
- (2) Includes 5,009 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.
- (3) Includes 230,000 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.
- (4) Includes 41,834 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.

| <u>Name of Director</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|-------------------------|---|--|--|
| D.P. Kennedy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman Emeritus, The First American Corporation | 0 |
| Parker S. Kennedy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman and Chief Executive Officer, The First American Corporation | 18,209(1) |
| Gary J. Beban | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Senior Executive Managing Director, CB Richard Ellis, Inc., commercial real estate services | 0 |
| J. David Chatham | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President and Chief Executive Officer, Chatham Holdings Corporation, real estate development and associated industries | 6,034(2) |
| Hon. William G. Davis | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Counsel, Torys LLP, legal services | 0 |
| James L. Doti | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President and Donald Bren Distinguished Chair of Business and Economics, Chapman University, education | 0 |
| Lewis W. Douglas, Jr. | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman, Stanley Energy, Inc., oil exploration | 0 |
| Paul B. Fay, Jr. | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, The Fay Improvement Company, financial consulting and business ventures | 0 |

| <u>Name of Director</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|-------------------------|---|---|--|
| Frank E. O'Bryan | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Private Investor | 0 |
| Roslyn B. Payne | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Jackson Street Partners, Ltd., real estate venture capital and investments | 0 |
| D. Van Skilling | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Private Investor | 0 |
| Herbert B. Tasker | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Mortgage Industry Consultant | 0 |
| Virginia M. Ueberroth | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman, Ueberroth Family Foundation, philanthropy | 0 |

(1) Includes 5,009 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.

(2) Includes 5,034 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.

| <u>Name of Controlling Shareholder</u> | <u>Business Address</u> | <u>Principal Occupation</u> |
|--|-------------------------|-----------------------------|
| N/A | N/A | N/A |

EXECUTIVE OFFICERS, DIRECTORS AND CONTROLLING SHAREHOLDERS OF
FIRST AMERICAN REAL ESTATE INFORMATION SERVICES, INC.

| <u>Name of Executive Officer</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|----------------------------------|---|---|--|
| Parker S. Kennedy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman of the Board and Chief Executive Officer, The First American Corporation | 18,209(1) |
| Joseph R. Reppert | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice Chairman, First American Real Estate Information Services, Inc. | 0 |
| Michael C. Barrett | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice Chairman, First American Real Estate Information Services, Inc. | 0 |
| William J. Sherakas | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice President, The First American Corporation | 0 |
| Barry M. Sando | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Mortgage Information Segment, The First American Corporation | 1,000 |
| Robert C. Douglass | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chief Financial Officer, First American Real Estate Information Services, Inc. | 0 |
| Lucy A. Przybyla | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Escrow Servicing Products, First American Real Estate Information Services, Inc. | 0 |

(1) Includes 5,009 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.

| <u>Name of Director</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|-------------------------|---|---|--|
| Parker S. Kennedy | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chairman of the Board and Chief Executive Officer, The First American Corporation | 18,209(1) |

| <u>Name of Director</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|-------------------------|---|---|--|
| Joseph R. Reppert | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice Chairman, First American Real Estate Information Services, Inc. | 0 |
| William J. Sherakas | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Vice President, The First American Corporation | 0 |
| Barry M. Sando | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Mortgage Information Segment, The First American Corporation | 1,000 |
| Craig J. Zinda | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Senior Vice President and Corporate Counsel, First American Real Estate Information Services, Inc. | 0 |
| Lucy A. Przybyla | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | President, Escrow Servicing Products, First American Real Estate Information Services, Inc. | 0 |
| Robert C. Douglass | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chief Financial Officer, First American Real Estate Information Services, Inc. | 0 |
| David C. Yavorsky | c/o The First American Corporation 1 First American Way Santa Ana, California 92707 | Chief Information Officer, Information Services Division, First American Real Estate Information Services, Inc. | 0 |

(1) Includes 5,009 shares of Class A Stock that may be acquired within 60 days of September 23, 2005 pursuant to vested stock options held as of such date.

| <u>Name of Controlling Shareholder</u> | <u>Business Address</u> | <u>Principal Occupation</u> | <u>Beneficial Ownership of Shares of Class A Stock</u> |
|--|---|---|--|
| The First American Corporation | 1 First American Way Santa Ana, California 92707 | Diversified provider of business information and related products | See Schedule 13D/A |

MEMBERS OF FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

Name of Member

Business Address

Principal Occupation

The First American Corporation

1 First American Way
Santa Ana, California 92707

Diversified provider of business information and related products

Experian Information Solutions, Inc.

475 Anton Boulevard, 4th Floor
Costa Mesa, California 92626

Information services company

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