

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of  
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 14, 2005

FIRST ADVANTAGE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

0-50285  
(Commission File Number)

61-1437565  
(IRS Employer  
Identification No.)

One Progress Plaza, Suite 2400 St. Petersburg, Florida  
(Address of principal executive offices)

33701  
(Zip Code)

Registrant's telephone number, including area code (727) 214-3411

Not Applicable.  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

On September 14, 2005, in connection with the consummation of the acquisition of the CIG Business and related businesses from The First American Corporation (“First American”) discussed in Item 2.01, First Advantage Corporation (“First Advantage”) entered into or amended the following material definitive agreements.

**Amended and Restated Services Agreement.** First Advantage and First American entered into an amended and restated services agreement which amends the agreement previously entered into between the parties. Under the agreement, First American and First Advantage agree to continue to provide business services to each other and their respective affiliates on the same terms. First Advantage also appoints First American and its affiliates as the exclusive resellers of First Advantage’s credit information and related products to mortgage lenders and others in the mortgage industry. The agreement sets forth the rates to be paid for such services and the treatment of employees. The term of the agreement commenced at the closing of the acquisition and will continue for various periods determined based on the type of service being provided. As discussed in Item 2.01, First American is the controlling shareholder of First Advantage. First Advantage is dependent on First American for a number of key services provided under the Services Agreement, including the sale by First American of certain services of the CIG business and related businesses to mortgage customers.

**Outsourcing Agreement.** First Advantage and First American Real Estate Solutions LLC (“FARES”) entered into an outsourcing agreement under which First Advantage agrees, and agrees to cause its affiliates, to manage and provide credit reports and related products and services to customers of RELS, LLC (“RELS”), a joint venture operated by First American, as required under existing service agreements until these service agreements terminate, RELS dissolves or ceases to exist or FARES or one of its affiliates is no longer a member of RELS, whichever occurs first. The agreement sets forth the payment terms for such services.

**First Advantage Corporation 2003 Incentive Compensation Plan.** On September 13, 2005, First Advantage’s stockholders approved an amendment to the First Advantage Corporation 2003 Incentive Compensation Plan adopted by its Board of Directors on April 19, 2005 to (i) increase the number of shares available for grant under the plan from 3,000,000 to 7,000,000, (ii) expand the types of awards available under the plan to include “other stock-based awards,” under which shares can be granted to participants in the company’s Management Stock Purchase Program in lieu of cash bonuses, (iii) affect certain plan provisions for the purpose of complying with newly effective rules for deferred compensation plans, including Section 409A of the Internal Revenue Code and (iv) clarify certain other plan provisions. The amendment became effective upon stockholder approval.

**Subordinated Promissory Note.** First Advantage executed a \$45 million unsecured subordinated promissory note in favor of First American as described further under Item 2.03. Such description is incorporated herein by reference.

**Office Lease.** First Advantage entered into a lease agreement with First American Title Insurance Company, a subsidiary of First American as described further under Item 2.03. Such description is incorporated herein by reference.

**Office Subleases.** First Advantage entered into a sublease agreement with eAppraiseIT, as sub-lessee, and First Advantage, as sub-lessor, for a portion of the Poway, California office space. First Advantage also entered into a sublease agreement with Interactive Division, as a sub-lessee, and First Advantage, a sub-lessor, of a portion of the Poway, California office space.

**Equipment Sublease.** A subsidiary of First Advantage entered into an equipment sublease agreement with FARES, as lessee, and the First Advantage subsidiary, as sublessee, as required by the terms of the master lease agreement among FARES, General Electric Capital Corporation and the other parties named therein; dated as of December 28, 2000, under which the First Advantage subsidiary will sublease certain equipment from FARES, as described further under Item 2.03. Such description is incorporated herein by reference.

**Registration Rights Agreement.** First Advantage entered into a registration rights agreement with Experian Information Solutions, Inc. Experian is a member of First American Real Estate Solutions, LLC (“FARES”), which in turn is a stockholder of FADV Holdings LLC, the First American subsidiary that owns the shares of

Class B common stock issued under the terms of the Acquisition Agreement described in Item 2.01. As a result of its indirect ownership of FADV Holdings LLC, Experian may become the direct owner of shares of First American Class A common stock. Under the terms of the registration rights agreement, First Advantage agrees to register any shares of First Advantage Class A common stock that Experian may receive upon a distribution by FARES.

**Loaned Personnel Agreement.** A subsidiary of First Advantage entered into a loaned personnel agreement with FARES under which FARES agreed to loan the services of certain of its personnel to the First Advantage subsidiary on an interim basis after the closing of the acquisition. The agreement also outlines the terms on which the First Advantage subsidiary may make offers of employment to the loaned employees.

**Item 1.02. Termination of a Material Definitive Agreement.**

On September 14, 2005 in connection with the consummation of the acquisition of the CIG Business and related businesses from First American, First Advantage repaid in full the principal amount of \$20 million under a promissory note originally issued to First American, its controlling stockholder, by issuing 975,610 shares of First Advantage's Class B common stock. The promissory note was issued April 27, 2004 and its maturity date was July 31, 2006.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On September 14, 2005 First Advantage completed the acquisition of the CIG Business, a minority ownership interest in Dealer Track Holdings, Inc., Bar None, Inc. and the XRES Business from First American and certain of its subsidiaries (the "Acquisition") pursuant to the terms of the Amended and Restated Master Transfer Agreement among First American, First American Real Estate Information Services, Inc., First American Real Estate Solutions, LLC, FADV Holdings LLC, and First Advantage dated as of June 22, 2005 (the "Acquisition Agreement") and related ancillary agreements dated September 14, 2005 including the Contribution Agreement among First American, First American Real Estate Information Services, Inc., FADV Holdings LLC, and First Advantage and the Contribution Agreement among First American Real Estate Solutions, LLC, FADV Holdings LLC, and First Advantage.

The CIG Business consists of the mortgage, automotive, consumer and sub-prime credit information business of First American and its subsidiaries. The business provides reports derived from credit reports obtained from one or more of the three United States credit bureaus. Dealer Track provides software and services that connect credit originators with funding sources. Bar None provides automotive dealerships with credit-based lead generation services. The XRES Business offers merged credit reports and related services for mortgage and real estate transactions.

First American is the controlling stockholder of First Advantage owning approximately 80% of its outstanding shares of capital stock and controlling approximately 98% of the voting power of First Advantage. Prior to the closing First American owned approximately 67% of the outstanding shares of capital stock and controlled approximately 95% of the voting power of First Advantage.

The consideration for the assets included the issuance of 29,073,170 shares of First Advantage's Class B common stock. In addition, as described in Item 1.02, First Advantage repaid in full the principal amount of \$20 million of indebtedness owed to First American by issuing 975,610 shares of First Advantage's Class B common stock. See further discussion regarding the issuance of securities under Item 3.02. First Advantage also assumed substantially all of the liabilities associated with the CIG Business and related businesses. This includes First American's obligations under its purchase agreement for Bar None, which includes a possible maximum earn-out payment of \$9 million to former stockholders of Bar None during the three years following the completion of the Bar None acquisition by First American if certain financial targets are achieved by Bar None during this period.

First Advantage will be obligated to issue additional shares of its Class B common stock as consideration if Dealer Track completes an initial public offering of its stock on or prior to the second anniversary of the closing of the Acquisition and the value of the Dealer Track interests exceed \$50 million. The number of shares required to be issued varies based on the timing of the initial public offering and the price of Dealer Track's stock over a defined period subsequent to the initial public offering.

A special committee of First Advantage's Board of Directors determined that the transactions with First American were fair to, and in the best interests of First Advantage and its stockholders (other than First American and its affiliates, officers and directors, as to which the special committee made no determination). The special committee engaged Morgan Stanley to act as its financial advisor in connection with the Acquisition, who rendered an opinion in writing on May 23, 2005 that as of such date and based on and subject to assumptions, limitations and qualifications stated in the opinion, the consideration to be paid by First Advantage was fair from a financial point of view.

In connection with the Acquisition, First Advantage entered into or amended a variety of material contracts discussed in Item 1.01 and created a variety of direct financial obligations as discussed in Item 2.03.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

**Promissory Note.** On September 14, 2005 at the closing of the Acquisition, First Advantage executed a \$45 million unsecured subordinated promissory note in favor of First American. Under the note, First Advantage may borrow, repay and reborrow for up to and including 90 days from closing. The note matures 135 days after September 14, 2005. The note bears interest at the rate payable under First Advantage's line of credit with Bank of America, N.A. plus 0.5% per annum. Proceeds of the note may be used only for working capital of the CIG Business. The note contains customary default provisions and is subject to a subordination agreement between First American and Bank of America entered into at the closing.

**Office Lease.** On September 14, 2005 at the closing of the Acquisition, First Advantage entered into a lease agreement with First American pursuant to which First Advantage will lease certain land, buildings and a parking structure in Poway, California. The lease agreement has a five year term, with a one time option to renew for five years, and monthly rent of approximately \$169,000.

**Equipment Sublease.** A subsidiary of First Advantage entered into an equipment sublease agreement with FARES, as lessee, and the First Advantage subsidiary, as sublessee, as required by the terms of the master lease agreement among FARES, General Electric Capital Corporation and the other parties named therein; dated as of December 28, 2000, under which the First Advantage subsidiary will sublease certain equipment from FARES.

**Item 3.02. Unregistered Sales of Equity Securities**

In connection with the completion of the Acquisition, on September 14, 2005 First Advantage issued 30,048,748 shares of its Class B common stock in consideration for the purchase of the CIG Business and related businesses described in Item 2.01. The shares were issued to FADV Holdings LLC, an indirect subsidiary of First American, the controlling stockholder of First Advantage, in a private transaction in reliance upon an exemption from registration available under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") and Rule 506 promulgated pursuant to the Securities Act. We believe that the issuance was exempt from registration because First American, as a corporation with total assets in excess of \$5,000,000, is an accredited investor and the transaction otherwise meets the requirements for exemption from registration. Each share of Class B common stock is convertible into one share of Class A common stock. First Advantage previously disclosed that it had agreed to issue approximately 28 million shares of its Class B common stock on its Form 8-K filed with the SEC on May 25, 2005.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Effective upon the consummation of the acquisition of the CIG Business and related businesses from First American, Mr. Anand Nallathambi became the President of First Advantage. Prior to the consummation of the acquisition, Mr. Nallathambi, age 44, served as the President of the credit information segment of First American from 2001, as President of First American's CREDCO division from 1998 until 2000 and First American's appraisal services division from 1996 until 1998.

**Item 5.03. Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On September 13, 2005, First Advantage amended its certificate of incorporation to increase First Advantage's authorized shares of Class A common stock from 75,000,000 shares to 125,000,000 shares and First Advantage's authorized shares of Class B common stock from 25,000,000 shares to 75,000,000 shares.

**Item 5.05. Amendments to Registrant's Code of Ethics, or Waiver of Provision of the Code of Ethics.**

On September 14, 2005, First Advantage amended its code of ethics. The amendments are intended to (a) increase First Advantage's security practices to help ensure a safe and secure environment, and (b) enable First Advantage to conduct periodic background and screening checks during the course of employment. A copy of First Advantage's amended code of ethics may be viewed in the Corporate Governance page of the Investor Relations section of First Advantage's website located at [www.fadv.com](http://www.fadv.com). You may also obtain a copy of the amended Code of Ethics, free of charge, by sending a written request to One Progress Plaza, Suite 2400, St. Petersburg, Florida 33701.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired.

Audited financial statements of the businesses acquired meeting the requirements of Rule 3-05(b) of Regulation S-X will be filed by us, if required, on an amendment to this Form 8-K no later than 71 calendar days after the date that this Form 8-K was filed.

(b) Pro Forma Financial Information

Pro forma financial information meeting the requirements of Article 11 of Regulation S-X will be filed by us, if required, on an amendment to this Form 8-K no later than 71 calendar days after the date that this Form 8-K was filed.

(c) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
2.1	Amended and Restated Master Transfer Agreement among The First American Corporation, First American Real Estate Information Services, Inc., First American Real Estate Solutions, LLC, FADV Holdings LLC, and First Advantage Corporation, dated as of June 22, 2005.*
2.2	Contribution Agreement among The First American Corporation, First American Real Estate Information Services, Inc., FADV Holdings LLC, and First Advantage Corporation, dated as of September 14, 2005.*
2.3	Contribution Agreement among First American Real Estate Solutions, LLC, FADV Holdings LLC, and First Advantage Corporation, dated as of September 14, 2005.*
10.1	Amended and Restated Services Agreement entered into as of September 14, 2005 between the First American Corporation and First Advantage Corporation, dated as of September 14, 2005.*
10.2	Outsourcing Agreement entered into as of September 14, 2005 between First American Real Estate Solutions, LLC and First Advantage Corporation.*
10.3	First Advantage 2003 Incentive Compensation Plan, Amended and Restated as of September 14, 2005.*
10.4	Subordinated Promissory Note, made September 14, 2005, by First Advantage Corporation to the order of The First American Corporation.*
10.5	Office Lease by and between First American Title Insurance Company and First Advantage Corporation made and entered into as of September 14, 2005.*
10.6	Office Sublease by and between First Advantage Corporation and First American Title Insurance Company made and entered into as of September 14, 2005.**
10.7	Office Sublease by and between First Advantage Corporation and eAppraiseIT, LLC made and entered into as of September 14, 2005.**
10.8	Equipment sublease by and between FADV Holdings LLC and First Advantage Corporation made and entered into as of September 14, 2005.**
10.9	Registration Rights Agreement by and between First Advantage Corporation and Experian Information Solutions, Inc. dated as of September 14, 2005.**
10.10	Loaned Personnel Agreement by and between First American Real Estate Solutions, LLC and First Advantage CIG, LLC dated as of September 14, 2005.**

\* Incorporated by reference to First Advantage Corporation Definitive Proxy Statement on Schedule 14A for its 2005 Annual Meeting of Stockholders filed with the SEC on August 8, 2005.

\*\* Filed herewith.

SIGNATURES

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

FIRST ADVANTAGE CORPORATION

By: \_\_\_\_\_ /s/ JOHN LAMSON

Name: **John Lamson**  
Title: **Executive Vice President and  
Chief Financial Officer**

Dated: September 15, 2005

## Exhibit Index

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\*\* Filed herewith.



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into as of this 14<sup>th</sup> day of September 2005, by and between First American Title Insurance Company, its Interactive Division ("Subtenant"), a California corporation and First Advantage Corporation, a Delaware corporation, ("Sublandlord").

THE PARTIES ENTER INTO this Sublease on the basis of the following facts, intentions and understandings:

A. Sublandlord is presently the tenant of the premises located at 12385 First American Way, Poway, California (the "Building") pursuant to the terms, covenants and conditions of that certain lease ("Master Lease") dated September 14, 2005 between First American Title Insurance Company, a California corporation ("Landlord") and First Advantage Corporation, a Delaware corporation. A true and correct copy of the Lease is attached hereto as Exhibit A and incorporated herein by reference.

B. Pursuant to the Master Lease, Sublandlord leases approximately 153,262 rentable square feet in the Building representing the entirety of rentable space in the Building.

C. Subtenant desires to sublet from Sublandlord approximately 19,533 rentable square feet of the above mentioned premises and Sublandlord desires to sublet the same to Subtenant on certain terms, covenants and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the receipt and adequacy of which are hereby acknowledged the parties herein agree as follows:

1. Sublease. Subject to the consent of First American Title Insurance Company, as the Landlord, Sublandlord leases to Subtenant and Subtenant hires from Sublandlord approximately 19,533 rentable-square feet located on the first floor of the Building, and the improvements located therein (collectively "Sublet Premises"), more particularly described in Exhibit B attached hereto and incorporated herein by reference thereto.

2. Sublease Subject to Master Lease. This Sublease shall be subject to all the terms, covenants and conditions of the Master Lease and Subtenant shall assume and perform the obligations of Sublandlord in the Master Lease as set forth in Paragraph 4 herein, to the extent such terms and conditions are applicable to the Sublet Premises.

3. Incorporation of Master Lease. All of the terms, covenants and conditions in the Master Lease are incorporated herein as terms, covenants and conditions of this Sublease to the extent such terms, covenants and conditions are applicable and, along with all of the terms, covenants and conditions of this Sublease. To the extent that the Master Lease provides that Landlord shall provide services, utilities, insurance, maintenance, repairs or any and all other

obligations of Landlord rendered in connection with the operation of the Building, Subtenant shall seek recourse first from Sublandlord. If Sublandlord shall not take action reasonably requested by Subtenant, Subtenant may then notify Landlord in writing of such failure. Upon receipt of such written notice, Landlord shall use Landlord's best efforts to enforce Subtenant's rights under the Master Lease for the benefit of Subtenant.

4. Rent.

(a) Minimum Fixed Base Rent. Subtenant shall pay to Sublandlord as minimum fixed base rent ("Base Rent") for the Premises in advance on the first day of each calendar month of the term of this Sublease without deduction, offset, prior notice or demand, the equivalent of \$26.80 per rentable square foot per year with full-service monthly rental cost of \$43,623.70. Monthly Base Rent for any period during the Term hereof which is for less than one month shall be a prorata portion of the Monthly Base Rent. Monthly Base Rent shall be payable in lawful money of the United States to Sublandlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

(b) Operating Expenses. Included in the gross rent are full- service operating expenses which are as follows: property taxes, insurance, interior and exterior common area maintenance, utilities, five (5) nights per week janitorial service, administrative expenses, premises and common area electric costs. The sublease will provides that all expenses above the 2005 Base year be passed back through to the Subtenant based on Subtenant's pro rata share of building space usage. Increase in annual Operating Expenses, if any, shall not be limited to the lesser of the actual increase or five (5%) percent, on a non-cumulative basis. Exhibit B attached hereto and incorporated herein by this reference shall define Operating Expenses. Sublandlord's cleaning specifications are defined in Exhibit C attached hereto and incorporated herein by this reference.

(c) Base Year. Operating Expenses shall be based on a 2005 base year, (the "Base Year"). Subtenant shall be obligated to pay its proportional percentage of Operating Expenses over the Base Year, as adjusted annually except as otherwise provided herein.

5. Term. The term shall commence on September 14, 2005 ("Commencement Date"). The initial Term shall be for five years (5), and Subtenant shall have no extension option ("Extension Option") to extend the Term of the Sublease subject to the terms of the Master Lease. If, in the event the Term of the Master Lease is renewed as provided therein and extends beyond the expiration of the maximum term-length of five (5)-years, Subtenant, so long that it is not in default at the time of exercise of notice, shall have the right, but not the obligation in its sole discretion, to elect to extend the Term of the Sublease for additional annual periods. Provided further, any such renewal or extension shall be limited and shall not exceed the expiration date of the Master Lease. The Base Rent due during any such extended term shall be equal to the lesser of 95% of fair market value.

6. Possession. Commencing on the full and complete execution hereof, consent of the Landlord and of the Sublandlord, hereto and delivery by Subtenant of a CERTIFICATE OF INSURANCE from a carrier licensed to do business in California.

7. Use. Subtenant shall use the Premises for general office use and for no other purpose without Sublandlord's prior written consent.

8. Assignment, Mortgaging and Subletting. Subtenant shall not voluntarily assign or encumber its interest in this Sublease or in the Sublet Premises, or sublease all or any part of the Sublet Premises, or allow any other person or entity (except Subtenant's authorized representatives) to occupy or use all or any part of the Sublet Premises, without first obtaining Sublandlord's consent, which consent Sublandlord shall not unreasonably withhold, delay or condition. No consent to any assignment or sublease shall constitute a further waiver of the provisions of this Paragraph. Notwithstanding the foregoing, Subtenant shall have the right to assign this Sublease and/or sublet any part or all of the Sublet Premises, without the Sublandlord's consent, to any corporation which is controlled directly or indirectly by Subtenant, or any entity (including The First American Corporation) which controls, directly or indirectly, Subtenant, or to any of Subtenant's joint venture partner(s), partnership(s), or other affiliated entity(s), by merger, acquisition, stock purchase or otherwise or to a successor(s)-in-interest to any part or all of Subtenant's business. Sublandlord shall respond to any Subtenant request to assign, sublease or encumber within ten (10) business days of written notice of Subtenant's desire to enter into such assignment sublease or encumbrance. If Sublandlord elects to withhold its consent, Sublandlord shall specify in Sublandlord's written notice to Subtenant the specific, reasonable grounds upon which Sublandlord desires to withhold such consent. If within such ten (10) business day period, Sublandlord fails to respond to Subtenant's request or to notify Subtenant of the specific, reasonable grounds upon which it is withholding its consent, Sublandlord shall be deemed to have granted its consent to the proposed sublease, assignment or encumbrance. Subtenant shall be entitled to retain fifty (50%) percent of rent and other consideration payable in connection with any assignment or subletting provided Subtenant's monetary obligations to Sublandlord under this Sublease continue to be satisfied.

9. Default.

(a) Subtenant Default. In the event Subtenant shall breach any of the terms, covenants or conditions of this Sublease or the Master Lease, beyond any commercially reasonable and mutually agreed cure period, then, in that event, in addition to the remedies in the Master Lease, Sublandlord shall have the right to enter and retake the Sublet Premises and terminate Subtenant's interest under this Sublease.

(b) Sublandlord's Default; Subtenant's Remedies. In the event of any failure by Sublandlord to perform any of its obligations hereunder, Subtenant (except in the case of an emergency which shall entitle Subtenant to take action as required under the circumstances upon concurrent notice to Sublandlord) shall take no action without having first given Sublandlord written notice of any such default and a reasonable opportunity to cure such default given the nature of the default not to exceed in any event a period of thirty (30) days. If Sublandlord shall fail to cure such default within such reasonable time period as requested in Subtenant's notice to Sublandlord, Subtenant shall deliver to Sublandlord a second written notice of default. Following delivery of such second notice and failure by Sublandlord to cure or to commence to cure such default within two (2) business days after delivery of such second notice form Subtenant, Subtenant shall have all rights available to it at law or in equity, and shall have the further right to take the necessary actions to perform Sublandlord's uncured obligations hereunder at Sublandlord's expense and, at Subtenant's election, to either (i) deduct the cost of

curing Sublandlord's obligations from the next due installment of Monthly Base Rent and/or Additional Rent, or (ii) invoice Sublandlord for the costs and expenses thereof (including, without limitation, reasonable attorneys' fees and costs). Sublandlord shall remit payment to Subtenant within thirty- (30) days of receipt of invoice from Subtenant. If Sublandlord fails to remit payment to Subtenant within the aforesaid thirty—(30) day period, Subtenant shall have the right to offset and deduct said sum from Monthly Base Rent.

10. Alterations. Master Landlord shall not be required to perform any work to the Property or Building (including previously installed Tenant Improvements) prior to the Commencement Date of the Sublease; Subtenant shall take position of the Sublet Premises in its "AS, IS" condition as of the Commencement Date.

11. Furniture & Equipment. (Intentionally omitted)

12. Brokerage Commission. Not applicable

13. Attorneys' Fees. If either party hereto should bring suit against the other with respect to this Sublease, then all costs and expenses, including without limitation, reasonable professional fees and costs such as appraisers', accountants' and attorneys' fees and costs, incurred by the party which prevails in such action, whether by final judgment or out of court settlement, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment or appeal. As used herein, attorneys' fees and costs shall include, without limitation, reasonable attorneys' fees, costs and expenses incurred in connection with any (i) postjudgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; (v) bankruptcy litigation; and (vi) costs of appeal.

14. Notices. All notices or demands of any kind required or desired to be given by Sublandlord or Subtenant hereunder shall be in writing and shall be deemed to be delivered upon receipt if personally delivered or seventy-two (72) hours after depositing the notice or demand in the United States Mail, certified or registered, postage prepaid, addressed to the parties as follows:

To Sublandlord:      First Advantage Corporation  
                                 C/o First Advantage Corporation  
                                 One Progress Plaza, Suite 2400  
                                 St. Petersburg, Florida 33701  
                                 Attn: Vice President, Facilities

With a copy to:      First Advantage Corporation  
                                 C/o First Advantage Corporation  
                                 One Progress Plaza, Suite 2400  
                                 St. Petersburg, Florida 33701  
                                 Attn: Legal Department

To Subtenant: First American Title Insurance Company  
Interactive Division  
12385 First American Way  
Poway, California

With a copy to: First American Title Insurance Company  
1 First American Way  
Santa Ana, California 92707  
Attention: National Facilities Group

15. Master Landlord's Consent. This Sublease shall be subject to the Landlord's consent and to the covenants, agreements, terms, provisions and conditions of a "Consent to Sublease" duly executed by Landlord, Sublandlord and Subtenant and on such customary form of Landlord's which Landlord shall adopt for such purpose.

16. Successors. Except as otherwise provided in this Sublease, this Sublease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

17. Interpretation of Sublease. This Sublease shall be construed and interpreted in accordance with contract law principals of the laws of California, without giving effect to choice of law principles thereunder. The provisions of this Sublease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

18. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal and all remaining provisions of this Sublease shall remain in full force and effect to the maximum extent permitted by law.

19. Sublandlord's Covenants. Sublandlord covenants, as a material part of the consideration for this Sublease, to keep and perform each and all of said terms, covenants and conditions for which Landlord is liable and that this Sublease is made upon the condition of such performance.

20. Late Charges. Any late charge shall be the lesser of five percent (5%) of the amount due or \$500.00 and shall not be imposed unless Subtenant shall fail to pay any sum due within ten (10) days of receipt of written notice from Sublandlord as to any non-payment. Sublandlord agrees not to impose any late charge for the first late payment of monthly rent in any calendar year.

21. Holding Over. In the event Subtenant shall holdover and continue to occupy the Sublet Premises after the expiration of the Term or any permitted extension or renewal thereof, such subtenancy shall be a month-to-month tenancy upon the terms and conditions herein specified, but at a monthly rental equal to one hundred ten percent (110%) of the Monthly Base Rent paid for the last month of the Term of Sublease; provided however, Subtenant shall have the right to holdover for a period not to exceed ninety (90) days after the expiration of the Term (or any extension or renewal thereof) at the Subtenant's then current Monthly Base Rent.

22. Surrender of Premises. Upon the expiration or termination of this Sublease, Subtenant shall, at Subtenant's expense, (i) remove Tenant's goods and effects and those of

persons claiming under Tenant, and (ii) quit and deliver up the Sublet Premises peaceably and quietly and in as good order and condition as the same were in on the date the Term of this Sublease commenced or were thereafter placed by either Sublandlord or Subtenant, including, but not limited to, the initial Tenant Improvements constructed by Master Landlord pursuant to the Master Lease, and Alterations, if any, made in accordance with the Master Lease hereof which Sublandlord elects not to have removed, reasonable wear and tear, damage by fire or other casualty, acts of God and the elements excepted. However, notwithstanding the foregoing, Subtenant shall not be obligated to remove any of the initial Tenant Improvements or any Alterations, if any, made to the Sublet Premises unless such Alterations are not typical office improvements and at the time of granting its consent to such Alterations, Sublandlord advised Subtenant that such items will have to be removed at the expiration of the Term. Further, no property of Subtenant shall become the property of Sublandlord at the expiration of the Term unless Sublandlord shall notify Subtenant in writing that Subtenant has left property behind, Subtenant fails to remove such property within a reasonable time after receipt of such notice and Sublandlord complies with all applicable laws regarding the storage, disposal, sale or retention of tenants' property.

23. Sublandlord's Right of Entry. Subtenant agrees to permit Master Landlord and or Sublandlord, or its authorized agents or representatives, to enter into and upon any part of the Sublet Premises during reasonable business hours following Subtenant's receipt of at least twenty-four (24) hour prior written notice (except for an emergency, in which event only such notice as is reasonably practical under the circumstances shall be required) for the purpose of inspecting or cleaning the same, or making repairs, alterations or additions thereto which Sublandlord is obligated to make or which Subtenant requests Sublandlord to make, or exhibiting the Premises to prospective Subtenants or purchasers; provided, however, that Master Landlord and or Sublandlord's right to enter the Sublet Premises to show them to prospective Subtenants or others shall be limited to the last sixty (60) of the Sublease Term. In no event shall Master Landlord and or Sublandlord's access onto the Sublet Premises unreasonably interfere with Subtenant's use of the Sublet Premises and Sublandlord shall use its best efforts to minimize any interference with Subtenant's business. Provided further, notwithstanding the foregoing or anything in this Sublease to the contrary, except in the event of an emergency, pursuant to statutes and regulations relating to the protection, security and confidentiality of non-public information and records, unauthorized access to the Sublet Premises or access to the Sublet Premises absent Subtenant's representative shall not be permitted (15 USCS §6801 et seq.).

24. Estoppel Certificates. Each party agrees, from time to time, upon not less than thirty (30) days prior written request by the other party, to deliver to such other party a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the date to which the Monthly Base Rent and other charges have been paid, (c) the current Monthly Base Rent and current estimate of Operating Expenses payable by Subtenant, if applicable, (d) the date on which the Term commenced and ends, and the periods, if any, for such Subtenant has options to extend the Term, (e) that, so far as the person making the certification knows, the other party is not in default under any provision of this Sublease and, if such other party is in default, specifying each such default of which the person making the certification may have knowledge, and (f) including such other information as the requesting party may reasonably require.

25. First Right to Lease. If, during the original Term or any Extension Term, Sublandlord elects to Sublease any space in the Building, then Sublandlord shall first offer such space in writing to Subtenant on terms and conditions no less favorable than those terms Sublandlord is willing to offer such space to third parties which shall be the then fair market rental value for the Premises. If within ten (10) days after receipt of such offer, Subtenant does not notify Sublandlord that Subtenant elects to Sublease such space, then Sublandlord shall be relieved of any obligations to Subtenant with regard to any such offering; provided, however, that a failure by Subtenant to Sublease any specific space when so offered by Sublandlord shall not relieve Sublandlord of its obligation to first offer Subtenant any other space in the Building if, as and when Sublandlord elects to offer such other space to third parties. If Subtenant exercises its first right to Sublease, Sublandlord and Subtenant shall negotiate in good faith the fair market rental rate for the first right space and if the parties are unable to agree upon such fair market value within thirty (30) days of Subtenant's election to Sublease such space (the "Outside Agreement Date"), the parties shall submit such fair market rental rate for determination by appraisal in accordance with Paragraph 27, below.

26. Fair Market Value. If for any purposes of this Sublease, the fair market rental value of the Sublet Premises needs to be determined and the parties shall be unable to agree between themselves as to such fair market rental value, such fair market rental value shall be determined in accordance with the provisions of this Paragraph 27. As used herein, the "fair market rental value" shall mean the annual amount per rentable square foot, projected during the relevant period, that a willing, comparable, non-equity tenant would pay, and a willing, comparable landlord of a comparable quality office building located in the vicinity of the Building would accept, at arm's length (what Landlord and/or Sublandlord is accepting in current transactions for the Building may be considered), for space of comparable size, quality and floor height as the leased area at issue taking into account the age, quality and layout of the existing improvements in the leased area at issue and taking into account items that professional real estate brokers customarily consider, including, but not limited to, rental rates, office space availability, tenant size, tenant improvement allowances, operating expenses and allowance, parking charges, free rent, reduced rent, free parking, reduced parking, and any other lease concessions, if any, then being charged or granted by Landlord and or Sublandlord or the lessors of such similar office buildings.

27. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Sublease.

(b) Consent of Parties. Whenever consent or approval of either party is required, regardless of any reference to the words "sole" or "absolute", such consent shall not be unreasonably withheld or delayed. Whenever this Sublease grants Sublandlord or Subtenant the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, Sublandlord and Subtenant shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under the Sublease.

(c) Authority. If either party is a corporation, partnership or other entity, each individual executing this Sublease on behalf of such entity represents and warrants that he/she is

duly authorized to execute and deliver this Sublease on behalf of such entity, and that this Lease is binding upon such entity in accordance with its terms

[Signatures appear on the following page.]





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**Exhibit "A"**

**Master Lease**

Note: Pursuant to Item 601(b)(2) of Regulation S-K, schedules containing disclosure of certain materials and exceptions to the representations and warranties have been omitted. First Advantage will provide a copy of such schedules supplementally to the SEC upon request. The description of the schedules are included only for purposes of Item 601(b)(2) of Regulation S-K.

## OPERATING EXPENSES

### Exhibit "B"

1. Definition of Operating Expenses. The term "Operating Expenses" as used in the Sublease to which this Exhibit "A" is attached means: all costs and expenses of maintenance and repair of the Building and the Common Areas (as such terms are defined in the Master Lease), as determined by generally accepted accounting practices consistently applied, calculated (if the Building is less than 95% occupied) assuming the Building is ninety-five percent (95%) occupied, including the following costs, but excluding those items specifically set forth in Paragraph 2 below: (a) Real Property Taxes (as defined in the Master Lease); (b) water and sewer charges and the costs of electricity, heating, ventilating, air conditioning and other utilities subject to the terms of Article 11; (c) costs of insurance obtained by Landlord pursuant to the Master Lease; (d) waste disposal and janitorial services; (e) costs incurred in the management of the Building including: (i) office supplies, (ii) commercially reasonable wages and salaries of employees used in the maintenance and repair of the Building, (iii) a management/administrative fee determined as a percentage of each year's Operating Expenses as set forth in the Master Lease; (f) supplies and materials used for maintenance and repairs; (g) maintenance costs and upkeep of all parking and Common Areas; (h) costs and expenses of gardening and landscaping; (i) maintenance and repair of project or building signs (other than signs of tenants of the Building); and (j) costs and expenses of ordinary and necessary repairs, resurfacing, repairing, maintenance, painting, lighting, cleaning, refuse removal and security.

2. Exclusions From Operating Expenses. Notwithstanding any term or condition set forth in this Exhibit or the provisions of the Master Lease or Sublease to the contrary, Operating Expenses shall not include any of the following:

(a) Any ground lease rental.

(b) Costs incurred by Landlord with respect to goods and services (including utilities sold and supplied to tenants and occupants of the Building) to the extent that Landlord is entitled to direct reimbursement for such costs other than through the operating expense pass-through provisions of such tenants' leases or which Landlord provides selectively to one or more, but not all, tenants without reimbursement.

(c) Costs incurred by Landlord for the repair of damage to the Building and/or the Land to the extent that Landlord is reimbursed by insurance or condemnation proceeds or by tenants, warrantors or other third parties.

(d) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for any tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building.

(e) Salaries and bonuses of officers, executives and employees of Landlord not employed exclusively at the Building or who are above the level of Building Manager.

(f) Depreciation and amortization of any type except on materials, tools and supplies purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party, all as determined in accordance with generally accepted accounting practices, consistently applied, and when depreciation or amortization is permitted or required, the item shall be amortized over its useful life.

(g) Attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Building (including costs incurred due to violations by tenants of the terms and conditions of their leases).

(h) Costs of a capital nature, including, without limitation, capital improvements, capital replacements, capital repairs, capital equipment and capital tools, and any improvements or alterations incurred to comply with any applicable Legal Requirements as set forth in Article 5 of the Master Lease all as determined in accordance with generally accepted accounting practices, consistently applied.

(i) Brokerage commissions, finders' fees, attorneys' fees and other costs incurred by Landlord in leasing or attempting to lease space in the Building.

(j) Expenses in connection with services or other benefits, which are not offered to Tenant, or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building.

(k) Costs incurred by Landlord due to the violation by Landlord of the terms and conditions of any lease of space in the Building.

(l) Any cost representing an amount paid to any person, firm, corporation or other entity related to or affiliated with Landlord, which amount is in excess of the amount which would have reasonably been paid in the absence of such relationship for comparable work or services involving the Building or comparable buildings in the general vicinity of the Building.

(m) Interest, points, and fees on debt or amortization on any mortgage or mortgages encumbering the Building and/or the Land.

(n) Landlord's general corporate overhead.

(o) Subject to the provision set forth in subparagraph (h) above, rental payments incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial, parking lot maintenance, window washing or similar services.

(p) Advertising and promotional expenditures and, except for the Building directory and interior signs identifying retail use tenants and signage for various equipment room and common areas, costs of signs in or on the Building and/or the Land identifying the owner or any tenant of the Building.

(q) Costs of overtime or other extraordinary expense to Landlord in performing work which Landlord is obligated to perform under any leases which reasonably could have been avoided through the exercise of ordinary diligence.

(r) Taxes and assessments attributable to the tenant improvements of tenants or occupants of the Building which are assessed at a valuation higher than the valuation at which Building standard tenant improvements are assessed to the extent that such taxes or assessments for excess valuation are directly billed to and collected from such tenant or occupants.

(s) Penalties and interest incurred as a result of Landlord's negligence or inability or unwillingness to make tax payments when due including tax penalties and interest, so long as such penalties or interest do not result from Tenant's breach of this Sublease or Tenant's failure to make timely payment of any sum due under this Sublease.

(t) Any charge or expense to the extent that it is materially in excess of that charged by landlords for similar buildings in the general vicinity of the Premises.

(u) Costs due to violation of law.

(v) The amount of any deductible with respect to Sublandlord's insurance, the costs of self insurance or any risk which Landlord has elected to self insure against and premiums for any insurance not carried as of the commencement of the Master Lease or Sublease, but subsequently obtained by Master Landlord or Sublandlord.

(w) Any increase of, or reassessment in, real estate taxes and assessments resulting from a sale, transfer or other change in ownership of the Building and/or the Land during the lease term or from any major alterations, improvements, modifications or renovations to the Building and/or the Land or from the addition of additional land area to the project or from Landlord's failure to secure a property tax reduction to the extent such a reduction was obtained for purposes of establishing the base year or expense stop tax component.

(x) Income, profit, franchise, rent, sales, gift, estate, succession, inheritance, foreign ownership, foreign control, transfer, capital levy, and/or personal property taxes payable by Landlord.

(y) Costs of correcting defects in construction or equipment or in replacing defective equipment.

(z) Any and all costs of Landlord in complying with its obligations under Article 5(b) (entitled "Compliance with Law") of this Lease.

(aa) Any and all costs of Landlord in complying with its obligations under Article 26 (entitled "Environmental Matters") of this Sublease including, but not limited to, the costs and expenses of clean up, remediation, environmental surveys/assessments, compliance with Environmental Laws (as hereinafter defined), consulting fees, treatment and monitoring charges, transportation expenses and disposal fees, etc.

(bb) Any and all costs of Landlord for repairs resulting from damage, destruction or condemnation covered by other provisions of this Sublease.

(cc) Any and all costs incurred by Landlord in connection with the transfer or disposition of Landlord's interest in the Property.

(dd) Any and all costs incurred by Landlord in the operation of any specialty operations or facilities at the Building such as any health or exercise club, broadcast facility, rooftop antenna facility, helicopter pad, concierge or any luncheon or other restaurant, club, concession or facility.

(ee) If Tenant's responsibility for Operating Expenses is based upon a "base year" or "expense stop", any new item or category of expense not included in the base year or expense stop shall not be included in Operating Expenses.

(ff) Parking area maintenance, operating costs and real estate taxes for any such parking areas to the extent such costs are offset by parking area revenues.

(gg) Initial cost and replacement costs of any permanent landscaping, water features, fountains, artwork, sculptures and other decorative treatments.

(hh) Contributions to Operating Expense Reserves.

(ii) Any other cost or expense which, under generally accepted accounting principles consistently applied, would not be considered to be an operating expense of the Building or any comparable building.

### 3. Other Operating Expense Limitations

Operating Expenses for the Building should be "net" only and for such purposes should be deemed reduced by any insurance reimbursement or recovery, or other reimbursement, recoupment, revenue, payment, discount, credit, reduction, allowance or the like received by Landlord in connection with such expenses. Where Landlord allocates Operating Expenses to the Building which are shared with other buildings or properties, Landlord shall clearly identify the allocation of such costs in Landlord's reporting statements and the rationale for such allocation. In any event, Landlord shall not collect Operating Expenses from Tenant and all other tenant's of the Building in excess of 100% of the costs actually incurred by Landlord in connection with the maintenance and repair of the Building.

## CLEANING SPECIFICATIONS

### Exhibit "C"

#### A. OFFICE AREAS

Daily: All cleaning in Premises (except washing outside of windows) will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Empty and clean all waste receptacles and ash trays; remove waste materials from the Premises; wash receptacles as necessary.
2. Damp-mop all spillage in uncarpeted areas.
3. Vacuum all rugs and carpet areas in offices, lobbies and corridors.
4. Hand-dust all office furniture, fixtures, telephone and all other horizontal surfaces (but only the extent surfaces are cleared of all materials such as papers, documents and files).
5. Sweep all private stairways, vacuum if carpeted.
6. Police all stairwells and sidewalks throughout the entire Project and keep in clean condition.
7. Spot-clean carpeting as required.
8. Spot-clean spill marks on resilient floor tile.
9. Spot-clean all wall marks.
10. Secure all lights.
11. Remove fingerprints, dirt smudges, etc.
12. Clean drinking fountains.
13. Wipe bright work.
14. It is understood that Landlord shall have no obligation (a) to wash or otherwise clean dishes, glasses and other utensils used for preparing food or beverages or (b) to remove or store such dishes, glasses and other utensils in order to clean any area, fixture or surface of the Premises.
15. Wash and clean all water coolers nightly.

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Weekly:

1. Hand dust all door louvers and other ventilating louvers.
2. Dust and/or wash all lobby walls, directory boards and display glass weekly; remove fingerprints and smudges nightly.
3. Wipe clean and polish all metal and bright work.
4. Damp-mop and polish as required all resilient flooring in the Premises and public corridors and elevator lobbies; more often if necessary.
5. Wash, clean and polish all water coolers and fountains.
6. Dust in place all picture frames, charts, graphs, and similar wall hangings.
7. Spot-clean all wall marks.
8. Clean glass around entrance doors.
9. Clean chair mats.

Monthly:

1. Wash and polish all resilient floors.
2. Dust all paneled walls and doors and other similar surfaces not reached in nightly or weekly cleaning.
3. Vacuum all ventilating and air-conditioning louvers, high moldings, and other areas not reached in nightly or weekly cleaning.
4. Remove all finger marks and smudges from doors, door frames, around light switches, private entrance glass and partitions.

Quarterly:

1. Dust exterior of lighting fixtures.
2. Dust all window louvers or blinds.
3. Damp-mop building stairwells.
4. Floors re-waxed and old wax removed as necessary, but not less than quarterly.



B. LAVATORIES

Daily: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday and excluding national holidays.

1. Clean and damp-mop floors.
2. Wash and polish all mirrors, bright work and enameled surfaces, shelves, dispensers and other washroom fixtures.
3. Wash and sanitize with a disinfectant all basins, bowls and urinals using non-abrasive cleaners to remove stains and nightly clean underside of rims of urinals and bowls.
4. Wash and sanitize (both sides of seat) with a disinfectant for toilet seats.
5. Dust, clean and wash where necessary, all partitions, tile walls and all dispensers and receptacles using a disinfectant when necessary.
6. Empty and sanitize all receptacles and sanitary disposals.
7. Provide materials and fill tissue-holders, towel, sanitary napkins and soap dispensers.
8. Clean flushometers, piping, toilet seat hinges and other metal work nightly.
9. At least once during the day, but not more than twice, check and supply men's and ladies' washroom for toilet tissue replacement, paper towel replacement, soap replacement and sanitary napkin replacement.

Weekly:

1. Machine-scrub lavatory floors, apply floor finishing where applicable.
2. Wash and polish all partitions, tile walls and enamel surfaces.

Quarterly:

1. Wash windows.
2. Vacuum all louvers, ventilating grilles and dust light fixtures.

C. MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors, elevators, loading dock and receiving areas, and other public areas in a clean and orderly condition.
2. Covered in no. 9 above.
3. Damp-mop spillage in office and public areas as required.
4. Hose-off loading dock and freight handling areas on a monthly basis.
5. During inclement weather, Landlord will place floor mats at the entrances to Building and will clean mats as necessary.

D. GLASS CLEANING

1. The interior and exterior of windows will be washed quarterly, except when rendered impracticable by inclement weather, but not less than three times per year.

E. MAIN FLOOR AND ELEVATOR LOBBIES

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Wash and clean all swinging and revolving glass doors, frames and hardware.
2. Clean and polish lobby console, including glass directories and exterior glass at ground floor as needed, but not less than monthly.
3. Clean and polish all chrome bright work including kick plates, base, partition top hand rails, waste paper receptacles, planters, elevator call button plates, hose cabinets, mail chutes and service elevator lobby and escalator housings, landings, aluminum and brass elevator tracks and visible hardware.
4. Clean all interior architectural aluminum and brass finishes.
5. Clean all painted, vinyl and granite wall surfaces, as required.
6. Clean all door thresholds of dirt and debris, as required.
7. Spot clean, sweep and damp-mop all granite, brick paver and seal as required.
8. Clean and dust counter tops, work table, directory board glass and ledges.
9. Empty, clean and sanitize as required all waste paper baskets and refuse receptacles.

F. SERVICE OFFICES (ENGINEERING, SECURITY, CLEANING); STORE ROOMS; SERVICE CORRIDORS; ROOF; AND SERVICE SINK CLOSETS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Remove trash from all of the above areas.
2. Maintain an orderly arrangement of all janitorial supplies and paper
3. Maintain in a clean and orderly arrangement all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
4. Clean and disinfect service sinks, as required.
5. Sweep and damp-mop service sink closet floors. Deodorize and disinfect as required.
6. Sweep store room floors.
7. Police roof as required.

Weekly:

1. Damp-mop all composition floors in store room. Deodorize and disinfect as required.

G. PASSENGER ELEVATORS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Clean all walls inside of cabs including base.
2. Clean interior surface of cab walls and doors.
3. Clean outside surfaces of all elevator doors and frames.
4. Spot clean elevator cab floor carpeting.
5. Vacuum all cab floor carpeting thoroughly. Edge all carpeting thoroughly.

Weekly:

1. Damp wipe clean entire cab ceiling.
2. Shampoos and hot water extract with neutralizing rinse all elevator cab floor carpets, as required.

H. SERVICE ELEVATORS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Spot clean all surfaces of the interior of all cabs and all exterior doors and frames.
2. Clean dirt and debris from grooves in both cab and landing door tracks.
3. Sweep and scrub as required flooring of all cabs.

Weekly:

1. Thoroughly clean all interior and exterior surfaces of cab walls, doors and frames.
2. Machine scrub and refinish where applicable.
3. Clean floor landing tracks.

I. LOADING AREA, TRASH AREA AND SERVICE ENTRANCE SPECIFICATIONS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays:

1. Place all miscellaneous trash and debris, except construction materials, in the Building's trash receptacles, compactors or balers.
2. Stack all trash in designated area (compactor or bin).
3. Sweep entire area.
4. Hose down or mop trash area and disinfect as required.

Weekly:

1. Hose down loading dock area and service entrance area. Deodorize and disinfect area as required.

Quarterly:

1. Perform high dusting and/or wash down services for all high reach projections, ducts, pipes, ledges, etc. in loading area and service entrance area.

J. EXTERIOR STRUCTURE AND GROUNDS SERVICES

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Police entire perimeter of project.
2. Spot sweep accumulations of dirt, papers and leaves in all corner areas where wind tends to cause a collection of this debris.

Weekly:

1. Hose down entire perimeter of project.

The janitorial and cleaning services shall be comparable to the janitorial and cleaning services of the Comparable Buildings with respect to the level of quality and the manner in which such services are performed. This cleaning specification may be reasonably changed or altered by Landlord from time to time to facilitate conformity with the latest methods of maintenance and cleaning technology generally recognized as acceptable for the Comparable Buildings, subject to Tenant's approval with respect to the conformity of such changes or alterations with the latest methods of maintenance and cleaning technology generally recognized as acceptable for the Comparable Buildings, which approval shall not be unreasonably withheld or delayed. Landlord reserves the right to reasonably alter the level of such services from time to time as determined by Landlord to be appropriate for a first-class office building, subject to Tenant's approval, which shall not be unreasonably withheld or delayed. However, in no event will the level or quality of service be diminished by such changes. In the event Tenant requires a higher level of service beyond that which was required to be provided or was actually provided on the Commencement Date, pursuant to this Sublease

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to suit its particular needs, the cost of such additional service shall be borne by Tenant.

K. GENERAL PROVISIONS

All cleaning services shall be performed after Regular Business Hours except as otherwise specially requested by Tenant and except for exterior window washing.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into as of this 14<sup>th</sup> day of September 2005, by and between eAppraiseIT, LLC, a California limited liability company ("Subtenant"), First Advantage Corporation, a Delaware corporation, ("Sublandlord).

THE PARTIES ENTER INTO this Sublease on the basis of the following facts, intentions and understandings:

A. Sublandlord is presently the tenant of the premises located at 12385 First American Way, Poway, California (the "Building") pursuant to the terms, covenants and conditions of that certain lease ("Master Lease") dated September 14, 2005 between First American Title Insurance Company, a California corporation ("Landlord") and First Advantage Corporation, a Delaware corporation. A true and correct copy of the Lease is attached hereto as Exhibit A and incorporated herein by reference.

B. Pursuant to the Master Lease, Sublandlord leases approximately 153,262 rentable square feet in the Building representing the entirety of rentable space in the Building.

C. Subtenant desires to sublet from Sublandlord approximately 15,609 rentable square feet of the above mentioned premises and Sublandlord desires to sublet the same to Subtenant on certain terms, covenants and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the receipt and adequacy of which are hereby acknowledged the parties herein agree as follows:

1. Sublease. Subject to the consent of First American Title Insurance Company, as the Landlord, Sublandlord leases to Subtenant and Subtenant hires from Sublandlord approximately 15,609 rentable-square feet located on the first and second floors of the Building, and the improvements located therein (collectively "Sublet Premises"), more particularly described in Exhibit B attached hereto and incorporated herein by reference thereto.

2. Sublease Subject to Master Lease. This Sublease shall be subject to all the terms, covenants and conditions of the Master Lease and Subtenant shall assume and perform the obligations of Sublandlord in the Master Lease as set forth in Paragraph 4 herein, to the extent such terms and conditions are applicable to the Sublet Premises.

3. Incorporation of Master Lease. All of the terms, covenants and conditions in the Master Lease are incorporated herein as terms, covenants and conditions of this Sublease to the extent such terms, covenants and conditions are applicable and, along with all of the terms, covenants and conditions of this Sublease. To the extent that the Master Lease provides that Landlord shall provide services, utilities, insurance, maintenance, repairs or any and all other

obligations of Landlord rendered in connection with the operation of the Building, Subtenant shall seek recourse first from Sublandlord. If Sublandlord shall not take action reasonably requested by Subtenant, Subtenant may then notify Landlord in writing of such failure. Upon receipt of such written notice, Landlord shall use Landlord's best efforts to enforce Subtenant's rights under the Master Lease for the benefit of Subtenant.

4. Rent.

(a) Minimum Fixed Base Rent. Subtenant shall pay to Sublandlord as minimum fixed base rent ("Base Rent") for the Premises in advance on the first day of each calendar month of the term of this Sublease without deduction, offset, prior notice or demand, the equivalent of \$26.80 per rentable square foot per year with a full-service monthly rental cost of \$34,860.10. Monthly Base Rent for any period during the Term hereof which is for less than one month shall be a prorata portion of the Monthly Base Rent. Monthly Base Rent shall be payable in lawful money of the United States to Sublandlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

(b) Operating Expenses. Included in the gross rent are full-service operating expenses which are as follows: property taxes, insurance, interior and exterior common area maintenance, utilities, five (5) nights per week janitorial service, administrative expenses, premises and common area electric costs. The sublease will provide that all expenses above the 2005 Base year be passed back through to the Subtenant based on Subtenant's pro rata share of building space usage. Increase in annual Operating Expenses, if any, shall not be limited to the lesser of the actual increase or five (5%) percent, on a non-cumulative basis. Exhibit B attached hereto and incorporated herein by this reference shall define Operating Expenses. Sublandlord's cleaning specifications are defined in Exhibit C attached hereto and incorporated herein by this reference.

(c) Base Year. Operating Expenses shall be based on a 2005 base year, (the "Base Year"). Subtenant shall be obligated to pay its proportional percentage of Operating Expenses over the Base Year, as adjusted annually except as otherwise provided herein.

5. Term. The term shall commence on September 14, 2005 ("Commencement Date"). The initial Term shall be for five (5)-years, and Subtenant shall have no Extension Option ("Extension Option") to extend the Term of the Sublease subject to the terms of the Master Lease. If, in the event the Term of the Master Lease is renewed as provided therein and extends beyond the expiration of the maximum term-length of five (5)-years, Subtenant, so long that it is not in default at the time of exercise of notice, shall have the right, but not the obligation in its sole discretion, to elect to extend the Term of the Sublease for one (1) additional five-year period. Provided further, any such renewal or extension shall be limited and shall not exceed the expiration date of the Master Lease. The Base Rent due during any such extended term shall be equal to the lesser of 95% of fair market value.

6. Possession. Commencing on the full and complete execution hereof, consent of the Landlord and of the Sublandlord, hereto and delivery by Subtenant of a CERTIFICATE OF INSURANCE from a carrier licensed to do business in California.



7. Use. Subtenant shall use the Premises for general office use and for no other purpose without Sublandlord's prior written consent.

8. Assignment, Mortgaging and Subletting. Subtenant shall not voluntarily assign or encumber its interest in this Sublease or in the Sublet Premises, or sublease all or any part of the Sublet Premises, or allow any other person or entity (except Subtenant's authorized representatives) to occupy or use all or any part of the Sublet Premises, without first obtaining Sublandlord's consent, which consent Sublandlord shall not unreasonably withhold, delay or condition. No consent to any assignment or sublease shall constitute a further waiver of the provisions of this Paragraph. Notwithstanding the foregoing, Subtenant shall have the right to assign this Sublease and/or sublet any part or all of the Sublet Premises, without the Sublandlord's consent, to any corporation which is controlled directly or indirectly by Subtenant, or any entity (including The First American Corporation) which controls, directly or indirectly, Subtenant, or to any of Subtenant's joint venture partner(s), partnership(s), or other affiliated entity(s), by merger, acquisition, stock purchase or otherwise or to a successor(s)-in-interest to any part or all of Subtenant's business. Sublandlord shall respond to any Subtenant request to assign, sublease or encumber within ten (10) business days of written notice of Subtenant's desire to enter into such assignment sublease or encumbrance. If Sublandlord elects to withhold its consent, Sublandlord shall specify in Sublandlord's written notice to Subtenant the specific, reasonable grounds upon which Sublandlord desires to withhold such consent. If within such ten (10) business day period, Sublandlord fails to respond to Subtenant's request or to notify Subtenant of the specific, reasonable grounds upon which it is withholding its consent, Sublandlord shall be deemed to have granted its consent to the proposed sublease, assignment or encumbrance. Subtenant shall be entitled to retain fifty (50%) percent of rent and other consideration payable in connection with any assignment or subletting provided Subtenant's monetary obligations to Sublandlord under this Sublease continue to be satisfied.

9. Default.

(a) Subtenant Default. In the event Subtenant shall breach any of the terms, covenants or conditions of this Sublease or the Master Lease, beyond any commercially reasonable and mutually agreed cure period, then, in that event, in addition to the remedies in the Master Lease, Sublandlord shall have the right to enter and retake the Sublet Premises and terminate Subtenant's interest under this Sublease.

(b) Sublandlord's Default; Subtenant's Remedies. In the event of any failure by Sublandlord to perform any of its obligations hereunder, Subtenant (except in the case of an emergency which shall entitle Subtenant to take action as required under the circumstances upon concurrent notice to Sublandlord) shall take no action without having first given Sublandlord written notice of any such default and a reasonable opportunity to cure such default given the nature of the default not to exceed in any event a period of thirty (30) days. If Sublandlord shall fail to cure such default within such reasonable time period as requested in Subtenant's notice to Sublandlord, Subtenant shall deliver to Sublandlord a second written notice of default. Following delivery of such second notice and failure by Sublandlord to cure or to commence to cure such default within two (2) business days after delivery of such second notice form Subtenant, Subtenant shall have all rights available to it at law or in equity, and shall have the further right to take the necessary actions to perform Sublandlord's uncured obligations hereunder at Sublandlord's expense and, at Subtenant's election, to either (i) deduct the cost of

curing Sublandlord's obligations from the next due installment of Monthly Base Rent and/or Additional Rent, or (ii) invoice Sublandlord for the costs and expenses thereof (including, without limitation, reasonable attorneys' fees and costs). Sublandlord shall remit payment to Subtenant within thirty- (30) days of receipt of invoice from Subtenant. If Sublandlord fails to remit payment to Subtenant within the aforesaid thirty—(30) day period, Subtenant shall have the right to offset and deduct said sum from Monthly Base Rent.

10. Alterations. Master Landlord shall not be required to perform any work to the Property or Building (including previously installed Tenant Improvements) prior to the Commencement Date of the Sublease; Subtenant shall take position of the Sublet Premises in its "AS, IS" condition as of the Commencement Date.

11. Furniture & Equipment. (Intentionally omitted)

12. Brokerage Commission. Not applicable

13. Attorneys' Fees. If either party hereto should bring suit against the other with respect to this Sublease, then all costs and expenses, including without limitation, reasonable professional fees and costs such as appraisers', accountants' and attorneys' fees and costs, incurred by the party which prevails in such action, whether by final judgment or out of court settlement, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment or appeal. As used herein, attorneys' fees and costs shall include, without limitation, reasonable attorneys' fees, costs and expenses incurred in connection with any (i) postjudgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; (v) bankruptcy litigation; and (vi) costs of appeal.

14. Notices. All notices or demands of any kind required or desired to be given by Sublandlord or Subtenant hereunder shall be in writing and shall be deemed to be delivered upon receipt if personally delivered or seventy-two (72) hours after depositing the notice or demand in the United States Mail, certified or registered, postage prepaid, addressed to the parties as follows:

To Sublandlord: First Advantage Corporation  
c/o First Advantage Corporation  
One Progress Plaza, Suite 2400  
St. Petersburg, Florida 33701  
Attn: Vice President, Facilities

With a copy to: First Advantage Corporation  
c/o First Advantage Corporation  
One Progress Plaza, Suite 2400  
St. Petersburg, Florida 33701  
Attn: Legal Department

To Subtenant: eAppraiseIT, LLC.  
12385 First American Way  
Poway, California 92064

With a copy to: First American Title Insurance Company  
1 First American Way  
Santa Ana, California 92707  
Attention: National Facilities Group

15. Master Landlord's Consent. This Sublease shall be subject to the Landlord's consent and to the covenants, agreements, terms, provisions and conditions of a "Consent to Sublease" duly executed by Landlord, Sublandlord and Subtenant and on such customary form of Landlord's which Landlord shall adopt for such purpose.

16. Successors. Except as otherwise provided in this Sublease, this Sublease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

17. Interpretation of Sublease. This Sublease shall be construed and interpreted in accordance with contract law principals of the laws of California, without giving effect to choice of law principles thereunder. The provisions of this Sublease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

18. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal and all remaining provisions of this Sublease shall remain in full force and effect to the maximum extent permitted by law.

19. Sublandlord's Covenants. Sublandlord covenants, as a material part of the consideration for this Sublease, to keep and perform each and all of said terms, covenants and conditions for which Landlord is liable and that this Sublease is made upon the condition of such performance.

20. Late Charges. Any late charge shall be the lesser of five percent (5%) of the amount due or \$500.00 and shall not be imposed unless Subtenant shall fail to pay any sum due within ten (10) days of receipt of written notice from Sublandlord as to any non-payment. Sublandlord agrees not to impose any late charge for the first late payment of monthly rent in any calendar year.

21. Holding Over. In the event Subtenant shall holdover and continue to occupy the Sublet Premises after the expiration of the Term or any permitted extension or renewal thereof, such subtenancy shall be a month-to-month tenancy upon the terms and conditions herein specified, but at a monthly rental equal to one hundred ten percent (110%) of the Monthly Base Rent paid for the last month of the Term of Sublease; provided however, Subtenant shall have the right to holdover for a period not to exceed ninety (90) days after the expiration of the Term (or any extension or renewal thereof) at the Subtenant's then current Monthly Base Rent.

22. Surrender of Premises. Upon the expiration or termination of this Sublease, Subtenant shall, at Subtenant's expense, (i) remove Tenant's goods and effects and those of persons claiming under Tenant, and (ii) quit and deliver up the Sublet Premises peaceably and quietly and in as good order and condition as the same were in on the date the Term of this Sublease commenced or were thereafter placed by either Sublandlord or Subtenant, including, but not limited to, the initial Tenant Improvements constructed by Master Landlord pursuant to the Master Lease, and Alterations, if any, made in accordance with the Master Lease hereof

which Sublandlord elects not to have removed, reasonable wear and tear, damage by fire or other casualty, acts of God and the elements excepted. However, notwithstanding the foregoing, Subtenant shall not be obligated to remove any of the initial Tenant Improvements or any Alterations, if any, made to the Sublet Premises unless such Alterations are not typical office improvements and at the time of granting its consent to such Alterations, Sublandlord advised Subtenant that such items will have to be removed at the expiration of the Term. Further, no property of Subtenant shall become the property of Sublandlord at the expiration of the Term unless Sublandlord shall notify Subtenant in writing that Subtenant has left property behind, Subtenant fails to remove such property within a reasonable time after receipt of such notice and Sublandlord complies with all applicable laws regarding the storage, disposal, sale or retention of tenants' property.

23. Sublandlord's Right of Entry. Subtenant agrees to permit Master Landlord and or Sublandlord, or its authorized agents or representatives, to enter into and upon any part of the Sublet Premises during reasonable business hours following Subtenant's receipt of at least twenty-four (24) hour prior written notice (except for an emergency, in which event only such notice as is reasonably practical under the circumstances shall be required) for the purpose of inspecting or cleaning the same, or making repairs, alterations or additions thereto which Sublandlord is obligated to make or which Subtenant requests Sublandlord to make, or exhibiting the Premises to prospective Subtenants or purchasers; provided, however, that Master Landlord and or Sublandlord's right to enter the Sublet Premises to show them to prospective Subtenants or others shall be limited to the last sixty (60) of the Sublease Term. In no event shall Master Landlord and or Sublandlord's access onto the Sublet Premises unreasonably interfere with Subtenant's use of the Sublet Premises and Sublandlord shall use its best efforts to minimize any interference with Subtenant's business. Provided further, notwithstanding the foregoing or anything in this Sublease to the contrary, except in the event of an emergency, pursuant to statutes and regulations relating to the protection, security and confidentiality of non-public information and records, unauthorized access to the Sublet Premises or access to the Sublet Premises absent Subtenant's representative shall not be permitted (15 USCS §6801 et seq.).

24. Estoppel Certificates. Each party agrees, from time to time, upon not less than thirty (30) days prior written request by the other party, to deliver to such other party a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the date to which the Monthly Base Rent and other charges have been paid, (c) the current Monthly Base Rent and current estimate of Operating Expenses payable by Subtenant, if applicable, (d) the date on which the Term commenced and ends, and the periods, if any, for such Subtenant has options to extend the Term, (e) that, so far as the person making the certification knows, the other party is not in default under any provision of this Sublease and, if such other party is in default, specifying each such default of which the person making the certification may have knowledge, and (f) including such other information as the requesting party may reasonably require.

25. First Right to Lease. If, during the original Term or any Extension Term, Sublandlord elects to Sublease any space in the Building, then Sublandlord shall first offer such space in writing to Subtenant on terms and conditions no less favorable than those terms Sublandlord is willing to offer such space to third parties which shall be the then fair market rental value for the Premises. If within ten (10) days after receipt of such offer, Subtenant does

not notify Sublandlord that Subtenant elects to Sublease such space, then Sublandlord shall be relieved of any obligations to Subtenant with regard to any such offering; provided, however, that a failure by Subtenant to Sublease any specific space when so offered by Sublandlord shall not relieve Sublandlord of its obligation to first offer Subtenant any other space in the Building if, as and when Sublandlord elects to offer such other space to third parties. If Subtenant exercises its first right to Sublease, Sublandlord and Subtenant shall negotiate in good faith the fair market rental rate for the first right space and if the parties are unable to agree upon such fair market value within thirty (30) days of Subtenant's election to Sublease such space (the "Outside Agreement Date"), the parties shall submit such fair market rental rate for determination by appraisal in accordance with Paragraph 27, below.

26. Fair Market Value. If for any purposes of this Sublease, the fair market rental value of the Sublet Premises needs to be determined and the parties shall be unable to agree between themselves as to such fair market rental value, such fair market rental value shall be determined in accordance with the provisions of this Paragraph 27. As used herein, the "fair market rental value" shall mean the annual amount per rentable square foot, projected during the relevant period, that a willing, comparable, non-equity tenant would pay, and a willing, comparable landlord of a comparable quality office building located in the vicinity of the Building would accept, at arm's length (what Landlord and/or Sublandlord is accepting in current transactions for the Building may be considered), for space of comparable size, quality and floor height as the leased area at issue taking into account the age, quality and layout of the existing improvements in the leased area at issue and taking into account items that professional real estate brokers customarily consider, including, but not limited to, rental rates, office space availability, tenant size, tenant improvement allowances, operating expenses and allowance, parking charges, free rent, reduced rent, free parking, reduced parking, and any other lease concessions, if any, then being charged or granted by Landlord and or Sublandlord or the lessors of such similar office buildings.

27. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Sublease.

(b) Consent of Parties. Whenever consent or approval of either party is required, regardless of any reference to the words "sole" or "absolute", such consent shall not be unreasonably withheld or delayed. Whenever this Sublease grants Sublandlord or Subtenant the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, Sublandlord and Subtenant shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under the Sublease.

(c) Authority. If either party is a corporation, partnership or other entity, each individual executing this Sublease on behalf of such entity represents and warrants that he/she is duly authorized to execute and deliver this Sublease on behalf of such entity, and that this Lease is binding upon such entity in accordance with its terms.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease or have caused their respective authorized representatives to exercise this Sublease on the day and date first set forth above.

Sublandlord

Subtenant

First Advantage Corporation,  
a Delaware corporation

eAppraiseIT, LLC,  
a California limited liability company

By:   /s/ JULIE WATERS    
Its:   Vice President and General Counsel  

By:   /s/ KENNETH D. DEGIORGIO    
Its:   Vice President  

Master Landlord

First American Title Insurance Company,  
a California corporation

By:   /s/ KENNETH D. DEGIORGIO    
Its:   Vice President  

-Signature Page-  
eAppraiseIT Sublease

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**Exhibit "A"**

**Master Lease**

Note: Pursuant to Item 601(b)(2) of Regulation S-K, schedules containing disclosure of certain materials and exceptions to the representations and warranties have been omitted. First Advantage will provide a copy of such schedules supplementally to the SEC upon request. The description of the schedules are included only for purposes of Item 601(b)(2) of Regulation S-K.

## OPERATING EXPENSES

### Exhibit "B"

1. Definition of Operating Expenses. The term "Operating Expenses" as used in the Sublease to which this Exhibit "A" is attached means: all costs and expenses of maintenance and repair of the Building and the Common Areas (as such terms are defined in the Master Lease), as determined by generally accepted accounting practices consistently applied, calculated (if the Building is less than 95% occupied) assuming the Building is ninety-five percent (95%) occupied, including the following costs, but excluding those items specifically set forth in Paragraph 2 below: (a) Real Property Taxes (as defined in the Master Lease); (b) water and sewer charges and the costs of electricity, heating, ventilating, air conditioning and other utilities subject to the terms of Article 11; (c) costs of insurance obtained by Landlord pursuant to the Master Lease; (d) waste disposal and janitorial services; (e) costs incurred in the management of the Building including: (i) office supplies, (ii) commercially reasonable wages and salaries of employees used in the maintenance and repair of the Building, (iii) a management/administrative fee determined as a percentage of each year's Operating Expenses as set forth in the Master Lease; (f) supplies and materials used for maintenance and repairs; (g) maintenance costs and upkeep of all parking and Common Areas; (h) costs and expenses of gardening and landscaping; (i) maintenance and repair of project or building signs (other than signs of tenants of the Building); and (j) costs and expenses of ordinary and necessary repairs, resurfacing, repairing, maintenance, painting, lighting, cleaning, refuse removal and security.

2. Exclusions From Operating Expenses. Notwithstanding any term or condition set forth in this Exhibit or the provisions of the Master Lease or Sublease to the contrary, Operating Expenses shall not include any of the following:

(a) Any ground lease rental.

(b) Costs incurred by Landlord with respect to goods and services (including utilities sold and supplied to tenants and occupants of the Building) to the extent that Landlord is entitled to direct reimbursement for such costs other than through the operating expense pass-through provisions of such tenants' leases or which Landlord provides selectively to one or more, but not all, tenants without reimbursement.

(c) Costs incurred by Landlord for the repair of damage to the Building and/or the Land to the extent that Landlord is reimbursed by insurance or condemnation proceeds or by tenants, warrantors or other third parties.

(d) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for any tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building.

(e) Salaries and bonuses of officers, executives and employees of Landlord not employed exclusively at the Building or who are above the level of Building Manager.



(f) Depreciation and amortization of any type except on materials, tools and supplies purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party, all as determined in accordance with generally accepted accounting practices, consistently applied, and when depreciation or amortization is permitted or required, the item shall be amortized over its useful life.

(g) Attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Building (including costs incurred due to violations by tenants of the terms and conditions of their leases).

(h) Costs of a capital nature, including, without limitation, capital improvements, capital replacements, capital repairs, capital equipment and capital tools, and any improvements or alterations incurred to comply with any applicable Legal Requirements as set forth in Article 5 of the Master Lease all as determined in accordance with generally accepted accounting practices, consistently applied.

(i) Brokerage commissions, finders' fees, attorneys' fees and other costs incurred by Landlord in leasing or attempting to lease space in the Building.

(j) Expenses in connection with services or other benefits, which are not offered to Tenant, or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building.

(k) Costs incurred by Landlord due to the violation by Landlord of the terms and conditions of any lease of space in the Building.

(l) Any cost representing an amount paid to any person, firm, corporation or other entity related to or affiliated with Landlord, which amount is in excess of the amount which would have reasonably been paid in the absence of such relationship for comparable work or services involving the Building or comparable buildings in the general vicinity of the Building.

(m) Interest, points, and fees on debt or amortization on any mortgage or mortgages encumbering the Building and/or the Land.

(n) Landlord's general corporate overhead.

(o) Subject to the provision set forth in subparagraph (h) above, rental payments incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial, parking lot maintenance, window washing or similar services.

(p) Advertising and promotional expenditures and, except for the Building directory and interior signs identifying retail use tenants and signage for various equipment room and common areas, costs of signs in or on the Building and/or the Land identifying the owner or any tenant of the Building.

(q) Costs of overtime or other extraordinary expense to Landlord in performing work which Landlord is obligated to perform under any leases which reasonably could have been avoided through the exercise of ordinary diligence.

(r) Taxes and assessments attributable to the tenant improvements of tenants or occupants of the Building which are assessed at a valuation higher than the valuation at which Building standard tenant improvements are assessed to the extent that such taxes or assessments for excess valuation are directly billed to and collected from such tenant or occupants.

(s) Penalties and interest incurred as a result of Landlord's negligence or inability or unwillingness to make tax payments when due including tax penalties and interest, so long as such penalties or interest do not result from Tenant's breach of this Sublease or Tenant's failure to make timely payment of any sum due under this Sublease.

(t) Any charge or expense to the extent that it is materially in excess of that charged by landlords for similar buildings in the general vicinity of the Premises.

(u) Costs due to violation of law.

(v) The amount of any deductible with respect to Sublandlord's insurance, the costs of self insurance or any risk which Landlord has elected to self insure against and premiums for any insurance not carried as of the commencement of the Master Lease or Sublease, but subsequently obtained by Master Landlord or Sublandlord.

(w) Any increase of, or reassessment in, real estate taxes and assessments resulting from a sale, transfer or other change in ownership of the Building and/or the Land during the lease term or from any major alterations, improvements, modifications or renovations to the Building and/or the Land or from the addition of additional land area to the project or from Landlord's failure to secure a property tax reduction to the extent such a reduction was obtained for purposes of establishing the base year or expense stop tax component.

(x) Income, profit, franchise, rent, sales, gift, estate, succession, inheritance, foreign ownership, foreign control, transfer, capital levy, and/or personal property taxes payable by Landlord.

(y) Costs of correcting defects in construction or equipment or in replacing defective equipment.

(z) Any and all costs of Landlord in complying with its obligations under Article 5(b) (entitled "Compliance with Law") of this Lease.

(aa) Any and all costs of Landlord in complying with its obligations under Article 26 (entitled "Environmental Matters") of this Sublease including, but not limited to, the costs and expenses of clean up, remediation, environmental surveys/assessments, compliance with Environmental Laws (as hereinafter defined), consulting fees, treatment and monitoring charges, transportation expenses and disposal fees, etc.

(bb) Any and all costs of Landlord for repairs resulting from damage, destruction or condemnation covered by other provisions of this Sublease.

(cc) Any and all costs incurred by Landlord in connection with the transfer or disposition of Landlord's interest in the Property.

(dd) Any and all costs incurred by Landlord in the operation of any specialty operations or facilities at the Building such as any health or exercise club, broadcast facility, rooftop antenna facility, helicopter pad, concierge or any luncheon or other restaurant, club, concession or facility.

(ee) If Tenant's responsibility for Operating Expenses is based upon a "base year" or "expense stop", any new item or category of expense not included in the base year or expense stop shall not be included in Operating Expenses.

(ff) Parking area maintenance, operating costs and real estate taxes for any such parking areas to the extent such costs are offset by parking area revenues.

(gg) Initial cost and replacement costs of any permanent landscaping, water features, fountains, artwork, sculptures and other decorative treatments.

(hh) Contributions to Operating Expense Reserves.

(ii) Any other cost or expense which, under generally accepted accounting principles consistently applied, would not be considered to be an operating expense of the Building or any comparable building.

### 3. Other Operating Expense Limitations

Operating Expenses for the Building should be "net" only and for such purposes should be deemed reduced by any insurance reimbursement or recovery, or other reimbursement, recoupment, revenue, payment, discount, credit, reduction, allowance or the like received by Landlord in connection with such expenses. Where Landlord allocates Operating Expenses to the Building which are shared with other buildings or properties, Landlord shall clearly identify the allocation of such costs in Landlord's reporting statements and the rationale for such allocation. In any event, Landlord shall not collect Operating Expenses from Tenant and all other tenant's of the Building in excess of 100% of the costs actually incurred by Landlord in connection with the maintenance and repair of the Building.

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## CLEANING SPECIFICATIONS

### Exhibit "C"

#### A. OFFICE AREAS

Daily: All cleaning in Premises (except washing outside of windows) will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Empty and clean all waste receptacles and ash trays; remove waste materials from the Premises; wash receptacles as necessary.
2. Damp-mop all spillage in uncarpeted areas.
3. Vacuum all rugs and carpet areas in offices, lobbies and corridors.
4. Hand-dust all office furniture, fixtures, telephone and all other horizontal surfaces (but only the extent surfaces are cleared of all materials such as papers, documents and files).
5. Sweep all private stairways, vacuum if carpeted.
6. Police all stairwells and sidewalks throughout the entire Project and keep in clean condition.
7. Spot-clean carpeting as required.
8. Spot-clean spill marks on resilient floor tile.
9. Spot-clean all wall marks.
10. Secure all lights.
11. Remove fingerprints, dirt smudges, etc.
12. Clean drinking fountains.
13. Wipe bright work.
14. It is understood that Landlord shall have no obligation (a) to wash or otherwise clean dishes, glasses and other utensils used for preparing food or beverages or (b) to remove or store such dishes, glasses and other utensils in order to clean any area, fixture or surface of the Premises.
15. Wash and clean all water coolers nightly.

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Weekly:

1. Hand dust all door louvers and other ventilating louvers.
2. Dust and/or wash all lobby walls, directory boards and display glass weekly; remove fingerprints and smudges nightly.
3. Wipe clean and polish all metal and bright work.
4. Damp-mop and polish as required all resilient flooring in the Premises and public corridors and elevator lobbies; more often if necessary.
5. Wash, clean and polish all water coolers and fountains.
6. Dust in place all picture frames, charts, graphs, and similar wall hangings.
7. Spot-clean all wall marks.
8. Clean glass around entrance doors.
9. Clean chair mats.

Monthly:

1. Wash and polish all resilient floors.
2. Dust all paneled walls and doors and other similar surfaces not reached in nightly or weekly cleaning.
3. Vacuum all ventilating and air-conditioning louvers, high moldings, and other areas not reached in nightly or weekly cleaning.
4. Remove all finger marks and smudges from doors, door frames, around light switches, private entrance glass and partitions.

Quarterly:

1. Dust exterior of lighting fixtures.
2. Dust all window louvers or blinds.
3. Damp-mop building stairwells.
4. Floors re-waxed and old wax removed as necessary, but not less than quarterly.

## B. LAVATORIES

Daily: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday and excluding national holidays.

1. Clean and damp-mop floors.
2. Wash and polish all mirrors, bright work and enameled surfaces, shelves, dispensers and other washroom fixtures.
3. Wash and sanitize with a disinfectant all basins, bowls and urinals using non-abrasive cleaners to remove stains and nightly clean underside of rims of urinals and bowls.
4. Wash and sanitize (both sides of seat) with a disinfectant for toilet seats.
5. Dust, clean and wash where necessary, all partitions, tile walls and all dispensers and receptacles using a disinfectant when necessary.
6. Empty and sanitize all receptacles and sanitary disposals.
7. Provide materials and fill tissue-holders, towel, sanitary napkins and soap dispensers.
8. Clean flushometers, piping, toilet seat hinges and other metal work nightly.
9. At least once during the day, but not more than twice, check and supply men's and ladies' washroom for toilet tissue replacement, paper towel replacement, soap replacement and sanitary napkin replacement.

### Weekly:

1. Machine-scrub lavatory floors, apply floor finishing where applicable.
2. Wash and polish all partitions, tile walls and enamel surfaces.

### Quarterly:

1. Wash windows.
2. Vacuum all louvers, ventilating grilles and dust light fixtures.

C. MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors, elevators, loading dock and receiving areas, and other public areas in a clean and orderly condition.
2. Covered in no. 9 above.
3. Damp-mop spillage in office and public areas as required.
4. Hose-off loading dock and freight handling areas on a monthly basis.
5. During inclement weather, Landlord will place floor mats at the entrances to Building and will clean mats as necessary.

D. GLASS CLEANING

1. The interior and exterior of windows will be washed quarterly, except when rendered impracticable by inclement weather, but not less than three times per year.

E. MAIN FLOOR AND ELEVATOR LOBBIES

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Wash and clean all swinging and revolving glass doors, frames and hardware.
2. Clean and polish lobby console, including glass directories and exterior glass at ground floor as needed, but not less than monthly.
3. Clean and polish all chrome bright work including kick plates, base, partition top hand rails, waste paper receptacles, planters, elevator call button plates, hose cabinets, mail chutes and service elevator lobby and escalator housings, landings, aluminum and brass elevator tracks and visible hardware.
4. Clean all interior architectural aluminum and brass finishes.
5. Clean all painted, vinyl and granite wall surfaces, as required.
6. Clean all door thresholds of dirt and debris, as required.
7. Spot clean, sweep and damp-mop all granite, brick paver and seal as required.
8. Clean and dust counter tops, work table, directory board glass and ledges.
9. Empty, clean and sanitize as required all waste paper baskets and refuse receptacles.

F. SERVICE OFFICES (ENGINEERING, SECURITY, CLEANING); STORE ROOMS; SERVICE CORRIDORS; ROOF; AND SERVICE SINK CLOSETS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Remove trash from all of the above areas.
2. Maintain an orderly arrangement of all janitorial supplies and paper
3. Maintain in a clean and orderly arrangement all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
4. Clean and disinfect service sinks, as required.
5. Sweep and damp-mop service sink closet floors. Deodorize and disinfect as required.
6. Sweep store room floors.
7. Police roof as required.

Weekly:

1. Damp-mop all composition floors in store room. Deodorize and disinfect as required.

G. PASSENGER ELEVATORS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Clean all walls inside of cabs including base.
2. Clean interior surface of cab walls and doors.
3. Clean outside surfaces of all elevator doors and frames.
4. Spot clean elevator cab floor carpeting.
5. Vacuum all cab floor carpeting thoroughly. Edge all carpeting thoroughly.



Weekly:

1. Damp wipe clean entire cab ceiling.
2. Shampoos and hot water extract with neutralizing rinse all elevator cab floor carpets, as required.

H. SERVICE ELEVATORS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Spot clean all surfaces of the interior of all cabs and all exterior doors and frames.
2. Clean dirt and debris from grooves in both cab and landing door tracks.
3. Sweep and scrub as required flooring of all cabs.

Weekly:

1. Thoroughly clean all interior and exterior surfaces of cab walls, doors and frames.
2. Machine scrub and refinish where applicable.
3. Clean floor landing tracks.

I. LOADING AREA, TRASH AREA AND SERVICE ENTRANCE SPECIFICATIONS

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays:

1. Place all miscellaneous trash and debris, except construction materials, in the Building's trash receptacles, compactors or balers.
2. Stack all trash in designated area (compactor or bin).
3. Sweep entire area.
4. Hose down or mop trash area and disinfect as required.

Weekly:

1. Hose down loading dock area and service entrance area. Deodorize and disinfect area as required.

Quarterly:

1. Perform high dusting and/or wash down services for all high reach projections, ducts, pipes, ledges, etc. in loading area and service entrance area.

J. EXTERIOR STRUCTURE AND GROUNDS SERVICES

Nightly: All of the following cleaning services will be performed five days each week, including either Monday through Friday or Sunday through Thursday, and excluding national holidays.

1. Police entire perimeter of project.
2. Spot sweep accumulations of dirt, papers and leaves in all corner areas where wind tends to cause a collection of this debris.

Weekly:

1. Hose down entire perimeter of project.

The janitorial and cleaning services shall be comparable to the janitorial and cleaning services of the Comparable Buildings with respect to the level of quality and the manner in which such services are performed. This cleaning specification may be reasonably changed or altered by Landlord from time to time to facilitate conformity with the latest methods of maintenance and cleaning technology generally recognized as acceptable for the Comparable Buildings, subject to Tenant's approval with respect to the conformity of such changes or alterations with the latest methods of maintenance and cleaning technology generally recognized as acceptable for the Comparable Buildings, which approval shall not be unreasonably withheld or delayed. Landlord reserves the right to reasonably alter the level of such services from time to time as determined by Landlord to be appropriate for a first-class office building, subject to Tenant's approval, which shall not be unreasonably withheld or delayed. However, in no event will the level or quality of service be diminished by such changes. In the event Tenant requires a higher level of service beyond that which was required to be provided or was actually provided on the Commencement Date, pursuant to this Sublease to suit its particular needs, the cost of such additional service shall be borne by Tenant.

K. GENERAL PROVISIONS

All cleaning services shall be performed after Regular Business Hours except as otherwise specially requested by Tenant and except for exterior window washing.

EQUIPMENT SUBLEASE AGREEMENT

THIS EQUIPMENT SUBLEASE AGREEMENT (this "Sublease Agreement") is made as of the 14<sup>th</sup> day of September, 2005, by and between FADV HOLDINGS LLC, a California limited liability company (hereinafter referred to as "Lessee"), and FIRST ADVANTAGE CORPORATION, a Delaware corporation (hereinafter referred to as "Sublessee").

GENERAL ELECTRIC CAPITAL CORPORATION, FOR ITSELF AND AS AGENT FOR CERTAIN PARTICIPANTS (hereinafter referred to as "Lessor"), by a Master Lease Financing Agreement dated as of December 28, 2000 (hereinafter referred to as the "Agreement"), leased to Lessee certain equipment described in the Schedules executed or to be executed pursuant to said Agreement. Capitalized terms used herein without definition shall have the meaning given them in the Agreement.

Lessee and Sublessee desire to enter into a sublease of a part of the equipment to Sublessee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Lessee hereby agrees to sublease to Sublessee, and Sublessee hereby agrees to sublease from Lessee, those certain items of equipment, personal property and other property, together with all components, parts, additions, accessions and attachments incorporated therein, now or hereafter leased to Lessee pursuant to the Agreement and described on the Schedules now or hereafter executed pursuant to the Agreement and specified in a Specification of Equipment for Sublease (all such property hereinafter collectively referred to as the "Equipment"), on the terms and conditions set forth in the Agreement and in the Schedules executed pursuant to said Agreement.

2. Sublessee agrees that it shall be bound by each and every covenant, term and condition that are applicable to Lessee contained in the Agreement and the applicable Schedules, and that it shall perform promptly as and when due all said covenants, terms and conditions. The term of this Sublease Agreement and the rental to be paid hereunder shall be the Term of the Agreement, and the Rent required to be paid under the Agreement, with respect to the Equipment. Payments under this Sublease Agreement shall be made to Lessee at the address specified pursuant to Section 9 hereof. Upon expiration of the term of this Sublease Agreement, the Equipment shall be returned to Lessee (or, if directed by Lessee, to Lessor) in accordance with the provisions of the Agreement.

3. Sublessee further agrees that: (a) Sublessee waives, and agrees that it will not assert against Lessor or any successor or assignee of Lessor, any defense, set-off, recoupment, claim or counterclaim which Sublessee may at any time have against Lessee for any reason whatsoever; (b) Lessor shall have no obligation to perform any of the duties of Lessee under this Sublease Agreement, including (but not limited to) payment of any taxes or other sums,

furnishing of maintenance, repairs, replacements, service or insurance; (c) the Equipment, when subjected to Sublessee's use and control, will continue to be personal property under applicable law at all times during the term of this Sublease Agreement, and Lessor or its designated employee(s) or agent(s) may inspect the Equipment at its location during normal business hours; (d) the Equipment shall not be used outside the Continental United States; and (e) Sublessee shall not sell, assign or further sublease any of its rights in and to the Equipment or under this Sublease Agreement.

4. Sublessee represents and warrants that: (a) Sublessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation. (b) The execution, delivery and performance of this Sublease Agreement: (1) have been duly authorized by all necessary corporate action on the part of Sublessee; (2) do not require the approval of any stockholders, trustee or holder of any obligations of Sublessee except such as have been duly obtained; and (3) do not and will not contravene any law, governmental rule, regulation or order now binding or result in the creation of any lien or encumbrance upon the property of Sublessee under any indenture, mortgage, contract or other agreement to which Sublessee is a party or by which it or its property is bound. (c) This Sublease Agreement constitutes the legal, valid and binding obligation of Sublessee enforceable against Sublessee in accordance with the terms hereof. (d) There are no pending actions or proceedings to which Sublessee is a party, and there are no other pending or threatened actions or proceedings of which Sublessee has knowledge, before any court, arbitrator or administrative agency, which, either individually or in the aggregate, would materially adversely affect the financial condition of Sublessee, or the ability of Sublessee to perform its obligations hereunder. Further, Sublessee is not in default under any obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent which, either individually or in the aggregate, would have the same such effect. (e) Sublessee is an equipment user and not a broker or seller of equipment. Sublessee agrees that Lessor may rely upon the truth and accuracy of all representations and warranties made to Lessee by Sublessee in this Sublease Agreement to the same extent and effect as if such representations and warranties had been made directly to and for the benefit of Lessor.

5. Upon the occurrence of any event specified as a Default (as defined in the Agreement) by or with respect to Sublessee under this Sublease Agreement (to effectuate the foregoing, the provisions of Section 10 of the Lease are incorporated herein by this reference, together with all related definitions and ancillary provisions, mutatis mutandis, such that references to Lessee in such provisions shall refer to the Sublessee hereunder), Lessee shall have all rights and remedies available to the Lessor in the Agreement (excluding, however, the right to sell, lease or otherwise dispose of the Equipment).

6. Lessee further agrees that neither the sublease of the Equipment nor anything in this Sublease Agreement shall relieve Lessee of its obligations to Lessor under the Agreement and it shall remain primarily liable thereunder, and Lessor shall not be required to (a) proceed against Sublessee; (b) proceed against or exhaust any security held from Sublessee; or (c) pursue any other remedy in Lessor's power whatsoever before proceeding against Lessee. Furthermore, Lessee acknowledges and agrees that a separate action or actions may be brought and prosecuted against Lessee whether an action is brought against Sublessee or whether Sublessee be joined in any such action or actions.

7. (a) WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR AND LESSEE, SUBLESSEE WILL NOT ASSIGN, TRANSFER OR ENCUMBER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR UNDER ANY SCHEDULE, OR ITS LEASEHOLD INTEREST, FURTHER SUBLET THE EQUIPMENT OR OTHERWISE PERMIT THE EQUIPMENT TO BE OPERATED OR USED BY, OR TO COME INTO OR REMAIN IN THE POSSESSION OF, ANYONE BUT SUBLESSEE. No assignment or further sublease, whether authorized in this Section or in violation of the terms hereof, shall relieve Sublessee of its obligations, and Sublessee shall remain primarily liable, hereunder and under each Schedule. Any unpermitted assignment, transfer, encumbrance, delegation or further sublease by Sublessee shall be void ab initio. (b) WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE WILL NOT ASSIGN, TRANSFER OR ENCUMBER ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER. (c) Subject always to the foregoing, this Sublease shall inure to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

8. The parties agree that this Sublease Agreement is expressly subject and subordinate to Lessor's interest in and to the Equipment and to the Agreement and the rights of Lessor under the Agreement and that, upon the declaration by Lessor of a Default under the Agreement and written notice thereof to the parties by Lessor, at the sole discretion of Lessor as specified in such notice: (a) Sublessee shall make all payments then due or thereafter becoming due under this Sublease Agreement directly to Lessor; and/or (b) this Sublease Agreement shall be terminated and Lessor shall have all rights and remedies specified in the Agreement.

9. All notices and other communications hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

10. (a) This Sublease Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties. This Sublease Agreement may not be amended, and no waiver of any of the provisions hereof shall be effective, without the prior written consent of Lessor.

(b) Any provision of this Sublease Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(c) SUBLESSEE HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH SUBLESSEE AND/OR LESSEE MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS SUBLEASE AGREEMENT. IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH

ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS SUBLEASE AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY SUBLESSEE, AND LESSEE AND SUBLESSEE HEREBY ACKNOWLEDGE THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. SUBLESSEE FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS SUBLEASE AGREEMENT AND IN THE MAKING OF THIS WAIVER BY LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

(d) THIS SUBLEASE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT. The parties agree that any action or proceeding arising out of or relating to this Sublease Agreement may be commenced in the United States District Court for the Southern District of New York and the parties irrevocably submit to the jurisdiction of such court and agree not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Sublease Agreement or the subject matter hereof or the transaction contemplated hereby may not be enforced in or by such court. Each party agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address designated pursuant hereto, or as otherwise provided under the laws of the State of New York.

11. Sublessee hereby grants to Lessee a first priority security interest in all equipment (as such term is defined in the UCC) in which Sublessee shall from time to time acquire an ownership interest now or hereafter located at the Equipment Location and specified on the Specification of Equipment for Sublease executed pursuant hereto, together with all additions, attachments, accessions and accessories thereto whether or not furnished by the supplier of such equipment and any and all substitutions, replacements or exchanges therefor, together with all warranties with respect thereto, manuals and other books and records relating thereto, in each such case in which Sublessee shall from time to time acquire an ownership interest, together with Sublessee's interest in all warranties with respect thereto, manuals and other books and records relating thereto, and any and all insurance and/or other proceeds (but without power of sale) of the property in and against which a security interest is granted, in order to secure the prompt payment of the Rent and all of the other amounts from time to time outstanding under and with respect to the Schedules, and the performance and observance by Lessee of all the agreements, covenants and provisions thereof (including, without limitation, all of the agreements, covenants and provisions of the Agreement that are incorporated therein). Sublessee acknowledges that it will enjoy a substantial economic benefit by virtue of the leasing of the Equipment by Lessor to Lessee pursuant to the Master Lease Agreement, by virtue of the use of such Equipment by

Sublessee permitted under this Equipment Sublease Agreement. Sublessee acknowledges and agrees that Lessee will assign to Lessor the security interests granted under this Section 11.

12. Lessee and Sublessee shall execute and deliver Uniform Commercial Code financing statements with respect to the Equipment in form and substance reasonably satisfactory to Lessor, as Lessor shall request from time to time in order to perfect more effectively the security interest of Lessor under the Agreement in the Equipment.

13. This Sublease Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts or signature pages, each of which shall be deemed an original, but all of which constitute one and the same instrument, and this Sublease Agreement shall be binding on all of the parties hereto, even though such parties do not sign the same counterpart or signature page.

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ASSIGNMENT TO LESSOR

FADV HOLDINGS LLC (“Lessee”) hereby assigns to GENERAL ELECTRIC CAPITAL CORPORATION, FOR ITSELF AND AS AGENT FOR CERTAIN PARTICIPANTS, all right, title and interest of Lessee in the foregoing Equipment Sublease Agreement and all rents and issues therefrom and all security interests granted by Sublessee to Lessee pursuant to the foregoing Equipment Sublease Agreement, as security for the performance by Lessee of its obligations pursuant to the Master Lease Financing Agreement dated as of December 28, 2000.

Manual execution hereunder acknowledges this to be the original executed Equipment Sublease Agreement, and that all other copies have been conspicuously marked “**COUNTERPART**”.

FADV HOLDINGS, LLC, as Lessee

By: \_\_\_\_\_ /s/ KENNETH D. DEGIORGIO

Name: **Kenneth D. DeGiorgio**

Title: **Authorized Representative**

Receipt of this original counterpart is hereby acknowledged on this 14<sup>th</sup> day of September, 2005.

GENERAL ELECTRIC CAPITAL  
CORPORATION, FOR ITSELF AND AS  
AGENT FOR CERTAIN PARTICIPANTS,  
as Lessor

By: \_\_\_\_\_ /s/ RICHARD MOSKWA

Name: **Richard Moskwa**

Title: **Duly Authorized Signature**

SPECIFICATION OF  
EQUIPMENT FOR SUBLEASE

Pursuant to Equipment Sublease Agreement dated as of September 14, 2005

All Equipment described on Schedule A to Annex A of Equipment Schedule Nos. 1 and 2 as being used by First American CREDCO and located at the Equipment Location specified on the attached Schedule.

Date: September 14, 2005

FADV HOLDINGS LLC  
Lessee

By: \_\_\_\_\_ /s/ KENNETH D. DEGIORGIO

Name: **Kenneth D. DeGiorgio**

Title: **Authorized Representative**

FIRST ADVANTAGE CORPORATION  
Sublessee

By: \_\_\_\_\_ /s/ JULIE WATERS

Name: **Julie Waters**

Title: **Vice President and General Counsel**

SCHEDULE TO SPECIFICATION OF  
EQUIPMENT FOR SUBLEASE

Equipment Location:

<u>City</u>	<u>County</u>	<u>State</u>
Poway	San Diego	CA
Uniondale	Nassau	NY
Portland	Multnomah	OR

**FIRST ADVANTAGE CORPORATION**  
**REGISTRATION RIGHTS AGREEMENT**

**THIS REGISTRATION RIGHTS Agreement** (the "Agreement") is entered into as of September 14, 2005 by and among First Advantage Corporation, a Delaware corporation (the "Company") and Experian Information Solutions, Inc., an Ohio corporation ("Experian").

**RECITALS**

**WHEREAS**, Experian is a member of First American Real Estate Solutions, LLC, a California limited liability company ("FARES").

**WHEREAS**, FARES and the Company are entering into a transaction (the "Transaction") pursuant to which, among other things, FARES is to sell its interest in its Credco Division, including without limitation, First American Credco of Puerto Rico, Inc., in exchange for, among other things, 16,341,462 Class B common shares (the "Initial Shares"), \$.001 par value, of the Company ("Class B Shares");

**WHEREAS**, in addition to the Initial Shares, FARES may have the right to receive additional Class B Shares in connection with the Transaction (the "Additional Shares").

**WHEREAS**, pursuant to the terms of the Company's First Amended and Restated Certificate of Incorporation (the "Charter"), upon the transfer of any Class B Shares to a Person (as defined pursuant to the Charter) that at the time of such transfer is neither The First American Corporation ("First American") nor an Affiliate (as defined pursuant to the Charter) of First American, such shares shall automatically be converted into one fully paid and nonassessable share of Class A Common Stock, \$.001 par value, of the Company ("Class A Shares").

**WHEREAS**, Experian required (as a condition to its approval of the Transaction as a member of FARES) that as a condition to the closing of the Transaction that the Company execute and deliver to Experian a registration rights agreement for resale of any Class A Shares it may receive upon a distribution by FARES of any of the FARES Shares.

**NOW, THEREFORE**, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree hereto as follows:

## SECTION 1. GENERAL

1.1 **Definitions.** As used in the Agreement the following terms shall have the following respective meanings:

“Affiliate” shall mean any person or entity controlling, controlled by or under common control with the entity or person specified. For the purposes of this definition, “control” shall have the meaning presently specified for that word in Rule 405 promulgated by the Securities and Exchange Commission under the Securities Act.

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

“FARES Shares” shall mean (a) the Initial Shares and the Additional Shares, (b) any securities issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend, stock split or other distribution with respect to, or in exchange for or in replacement of, such above-described securities, (c) any security received or receivable by FARES or any of its Affiliates in exchange for or in replacement of any FARES Shares, (d) any security received by FARES or any of its Affiliates in exchange for or in replacement of any other FARES Shares, (e) any security issued or issuable to FARES or any of its Affiliates as a result of a change or reclassification of any other FARES Shares or any capital reorganization of the Company, and (f) any security received or receivable by FARES or any of its Affiliates as a result of a merger or consolidation of the Company.

“Form S-3” means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

“Register,” “registered,” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

“Registrable Securities” means (a) FARES Shares which have been distributed by FARES to Experian or any of its Affiliates or which are issued upon conversion, exchange or exercise of any such FARES Shares, or (b) any securities issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend, stock split or other distribution with respect to, or in exchange for or in replacement of, such above-described securities, (c) any security received in exchange for or in replacement of any Registrable Security, (d) any security issued or issuable as a result of a change or reclassification of any Registrable Security or any capital reorganization of the Company, and (e) any security received or receivable on account of any Registrable Securities as a result of a merger or consolidation of the Company; *provided, however*, that Registrable Securities shall not include any shares which have been registered pursuant to an effective registration statement under the Securities Act.

“Registration Expenses” shall mean all expenses incurred by the Company in complying with Sections 2.1, and 2.2 hereof (other than Selling Expenses), including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements not to exceed twenty-five thousand dollars

(\$25,000) of a single special counsel for Experian, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

“SEC” or “Commission” means the Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Selling Expenses” shall mean all underwriting discounts and selling commissions in connection with a registration.

“Special Registration Statement” shall mean a registration statement (i) relating to any employee benefit plan, (ii) with respect to any corporate reorganization or other transaction under Rule 145 of the Securities Act and (iii) in which the only stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

## SECTION 2. REGISTRATION

### 2.1 Demand Registration.

(a) At any time and from time to time, Experian shall have the right, by written notice delivered to the Company, to require the Company register under the Securities Act (including, but not limited to, by means of a shelf registration under Rule 415 promulgated under the Securities Act or by means of an underwritten public offering) Registrable Securities having an aggregate offering price (before deducting of underwriting discounts and commissions) to the public in excess of \$5,000,000 (a “Demand Notice”). Within ten business days after the Company’s receipt of a Demand Notice, the Company shall give written notice thereof (a “Piggyback Notice”) to all other holders of securities of the Company (“Piggyback Holders”) to whom the Company has granted registration rights that are triggered by the Company’s receipt of a Demand Notice (“Piggyback Rights”), which Piggyback Notice shall state that the Piggyback Holders have the right, subject to the cutback described in Section 2.1(b) below, to register for resale all or a portion of their securities that are subject to Piggyback Rights (“Piggyback Securities”). Subject to the remainder of this Section 2.1, the Company shall effect, as expeditiously as reasonably possible, the registration under the Securities Act of all Registrable Securities that Experian requests to be registered as well as (i) all Piggyback Securities as to which the Company has received a written notice of exercise of Piggyback Rights and (ii) all securities of the Company that the Company desires to register (“Company Securities”).

(b) If Experian intends to distribute the Registrable Securities covered by their request by means of an underwriting, it shall so advise the Company as a part of Demand Notice and the Company shall include such information in the Piggyback Notice. In such event, Experian, all Piggyback Holders as to which the Company has received a written notice of exercise of Piggyback Rights and the Company shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by Experian (which underwriter or underwriters shall be reasonably acceptable to the Company) but in no event shall any indemnity and/or contribution provisions therein provide that the indemnity

and/or contribution of Experian exceed the net proceeds of the offering received by Experian. The Company as a condition to fulfilling its obligations under this Agreement, may require the underwriters to enter into an agreement in customary form indemnifying the Company against any Violations (as defined below) that arise out of or are based upon an untrue statement or an alleged untrue statement or omission or alleged omission in the registration statements made in reliance upon and in conformity with written information furnished to the Company by the underwriters specifically for use in the preparation thereof. Notwithstanding any other provision of this Section 2.1, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise Experian and all Piggyback Holders which would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated, first to Experian, second to the Company, and third on a pro rata basis to all such Piggyback Holders. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 2.1:

(i) within one hundred eighty (180) days following the effective date of the registration statement subject to Section 2.2;

(ii) after the Company has effected two (2) registrations pursuant to Section 2.1(a), and such registrations have been declared or ordered effective;

(iii) if the Company shall furnish Experian a certificate signed by the President or Chief Executive Officer of the Company stating that in the good faith judgment of the Company's Board of Directors, it would be seriously detrimental to the Company and its stockholders for such registration to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than 120 days after receipt of Experian's request; and

(iv) in order to comply with this Section 2.1, would be required to (A) undergo a special interim audit or (B) prepare and file with the Commission, sooner than would otherwise be required, pro forma or other financial statements relating to any proposed transaction in which event the Company shall have the right to defer such filing for a period of not more than 120 days unless mutually extended by the parties hereto

For avoidance of doubt, the Company shall not be permitted to exercise such right to delay pursuant to 2.1 (iii) and (iv) above more than once in any twelve (12) month period;

**2.2 Piggyback Registrations.** The Company shall notify Experian in writing at least fifteen (15) days prior to the filing of any registration statement under the Securities Act (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding Special Registration Statements) and will, subject to this Section 2.2, afford Experian an opportunity to include in such registration statement all or part of the Registrable Securities held by it. If Experian desires to include in any such registration statement all or any part of the Registrable Securities held by it shall, within twenty (20) days after the



above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Registrable Securities by Experian. If Experian decides not to include all of its Registrable Securities in any registration statement thereafter filed by the Company, Experian shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) **Underwriting.** If the registration statement under which the Company gives notice under this Section 2.2 is for an underwritten offering, the Company shall so advise Experian. In such event, the right of any Experian to have Registrable Securities be included in a registration pursuant to this Section 2.2 shall be conditioned upon Experian's participation in such underwriting and the inclusion of Experian's Registrable Securities in the underwriting to the extent provided herein. Experian, to the extent it proposes to distribute Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company, but in no event shall any indemnity and/or contribution provisions therein provide that the indemnity and/or contribution of Experian exceed the net proceeds of the offering received by Experian. Notwithstanding any other provision of the Agreement, if the underwriter determines in its sole discretion that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated (i) first to the Company, (ii) second to Experian and Pequot Private Equity Fund II, L.P. and its affiliates on a *pro rata* basis, and (iii) finally to all other stockholders on a *pro rata* basis. If Experian disapproves of the terms of any such underwriting, Experian may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(b) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effectiveness of such registration whether or not Experian has elected to include securities in such registration. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.3 hereof.

**2.3 Expenses of Registration.** Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Sections 2.1 or 2.2 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered *pro rata* on the basis of the number of shares so registered.

**2.4 Obligations of the Company.** Whenever required pursuant to this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the SEC as soon as practicable, but in no event later than sixty (60) days after receipt of a Demand Notice, a registration statement with respect to such Registrable Securities and use its reasonable efforts to cause such registration statement to

become effective, and keep such registration statement effective until Experian has completed the distribution related thereto (such period not to exceed 120 days).

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be reasonably necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities registered pursuant hereto for the period set forth in paragraph (a) above, or until the distribution described in such registration statement is completed, if earlier.

(c) Furnish to Experian, without charge, as soon as practicable such number of copies of a prospectus, including a preliminary prospectus and any amendments and supplements to such prospectus, in conformity with the requirements of the Securities Act, and such other documents as Experian may reasonably request in order to facilitate the disposition of Registrable Securities owned by it.

(d) Use its reasonable efforts to register and qualify the Registrable Securities registered pursuant hereto under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by Experian; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business, file a general consent to service of process or subject itself to taxation in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering.

(f) Notify Experian at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(g) Use its reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration statement pursuant to this Section 2, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

(h) Cause all Registrable Securities registered pursuant hereto to be listed on each securities exchange on which securities of the same class of the Company are then listed, or if no securities of the Company are then listed, on such exchange as the underwriters shall determine.

(i) Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereto no later than the effective date of such registration statement.

(j) Make available for inspection by Experian to the extent Registrable Securities are included in such registration pursuant to the provisions of Section 2 of the Agreement, any underwriter participating in a disposition pursuant to such registration statement, and any attorney, accountant or other agent retained by Experian, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by Experian, underwriter, attorney, accountant or agent in connection with such registration statement.

(k) Keep Experian advised in writing as to the initiation of registration, qualification and compliance and promptly notify Experian when such registration statement, or any post-effective amendment thereto, shall have become effective.

**2.5 Furnishing Information.** It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 that Experian shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such securities as shall be required to effect the registration of their Registrable Securities. Experian shall cooperate with the Company in connection with the preparation of the registration statement, and for so long as the Company is obligated to file and keep effective the registration statement, shall provide to the Company, in writing, for use in the registration statement, all such information regarding the Registrable Securities and its plan of distribution of the Registrable Securities as may be necessary to enable the Company to prepare the registration statement and prospectus covering the Registrable Securities, to maintain the currency and effectiveness thereof and otherwise to comply with all applicable requirements of law in connection therewith.

**2.6 Indemnification.** In the event any Registrable Securities are included in a registration statement under Sections 2.1 or 2.2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless Experian, its employees, agents, officers and directors, any underwriter (as defined in the Securities Act) for Experian and each person, if any, who controls Experian or such underwriter within the meaning of the Securities Act or the Exchange Act (collectively, the "Experian Indemnified Parties"), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a "Violation") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto,

(ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will pay, as incurred, to each Experian Indemnified party any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld; *provided, further*, that the Company shall not be liable to the extent any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with (i) written information furnished expressly for use in connection with such registration by such Experian Indemnified Party pursuant to Section 2.5 hereof, (ii) made in any preliminary or summary prospectus if a copy of the final prospectus was not delivered to the person alleging any loss, claim, damage or liability at or prior to the written confirmation of the sale of such Registrable Shares to such person and the untrue statement or omission concerned had been corrected in such final prospectus or (iii) the delivery by an indemnified party of any prospectus after such time as the Company has advised such indemnified party in writing that the filing of a post-effective amendment or supplement thereto is required, except the prospectus as so amended or supplemented, or the delivery of any prospectus after such time as Company's obligation to keep the same current and effective has expired and the Company has provided Experian with notice that the prospectus is no longer effective.

(b) To the extent permitted by law, Experian will indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act ("Company Indemnified Parties"), against any losses, claims, damages or liabilities (joint or several) to which the Company or any Company Indemnified Party may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by Experian expressly for use in connection with the registration pursuant to Section 2.5; and Experian will pay as incurred any legal or other expenses reasonably incurred by the Company Indemnified Parties in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the indemnity agreement contained in this Section 2.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of Experian, which consent shall not be unreasonably withheld; *provided, further*, that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by Experian.

(c) Promptly after receipt by an indemnified party under this Section 2.6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.6, deliver to the indemnifying party a written notice of the commencement

thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.6, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.6 or to the extent such delay was not materially prejudicial to its ability to defend such action. No indemnifying party shall be liable to an indemnified party for any settlement of any action or claim made without the consent of the indemnifying party; no indemnifying party may unreasonably withhold its consent to any such settlement. No indemnifying party, except with the consent of each indemnified party, will consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, that in no event shall any contribution by Experian hereunder exceed the net proceeds from the offering received by Experian, except in the case of willful fraud by Experian.

(e) The obligations of the Company and Experian under this Section 2.6 shall survive completion of any offering of Registrable Securities in a registration statement and the termination of the Agreement.

(f) The foregoing notwithstanding, to the extent that the provision on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

**2.7 Assignment of Registration Rights.** The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may be assigned by Experian (x) to any of its Affiliates to the extent that Experian transfers shares of Registrable Securities or any interest in FARES to such Affiliate or (y) to any other transferee of Registrable Securities or an interest in FARES from Experian who acquires such Registrable Securities or interest in FARES in connection with the purchase of substantially all of the assets of any business unit of Experian or any of its Affiliates, to the extent any such transferee agrees, in writing, to be bound by the terms hereof.

**2.8 “Market Stand-Off” Agreement; Agreement to Furnish Information.** Experian hereby agrees that it shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by Experian (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company, not to exceed ninety (90) days following the effective date of the registration statement of the Company filed under the Securities Act in connection with an underwritten offering of any of its equity securities; *provided that* all officers and directors of the Company and holders of at least one percent (1%) of the Company’s voting securities and all other persons with registration rights are bound by and enter into substantially similar agreements and no such agreement is waived.

Experian agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Experian shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said ninety (90) day period. Experian agrees not to transfer any shares of Registrable Securities to any permitted transferee unless such transferee has agreed to be bound by this Section 2.8.

**2.9 Rule 144 and Form S-3.** With a view to making available to Experian the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its reasonable efforts to:

(a) Make and keep public information available, as those terms are understood and defined in SEC Rule 144 or any similar or analogous rule promulgated under the Securities Act so long as the Company remains subject to the periodic reporting requirements under Section 13 and 15(d) of the Exchange Act;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act;

(c) So long as Experian owns any Registrable Securities, furnish to Experian forthwith upon request: a written statement by the Company as to its compliance with the

reporting requirements of said Rule 144 of the Securities Act, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as a Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration; and

(d) Use its reasonable efforts to remain eligible to register offerings of securities on Form S-3 or its successor form.

### SECTION 3. MISCELLANEOUS

**3.1 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Delaware (exclusive of conflict of laws principles) as applied to agreements entered into and to be performed entirely within the State of Delaware.

**3.2 Termination.** This Agreement shall terminate on the first date on which (i) the Company is then providing current information within the meaning of Rule 144(c)(1) promulgated under the Securities Act, (ii) no representative designated by Experian is a member of the Board of Directors of the Company and (iii) Experian and its Affiliates (or any permitted transferee who succeeds to their rights hereunder) are able to sell all of their Registrable Securities without restriction under Rule 144 under the Securities Act on such date.

**3.3 Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

**3.4 Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements with regard to the subject matter hereof or thereof except as specifically set forth herein and therein.

**3.5 Severability.** In the event one or more of the provisions of the Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**3.6 Amendment and Waiver.** Except as otherwise expressly provided, any term of the Agreement may be amended, modified or waived (either generally or in a particular instance, and either prospectively or retrospectively) only upon the written consent of the Company and Experian.

**3.7 Delays or Omissions.** Subject to applicable statutes of limitations, it is agreed that no delay or omission to exercise any right, power, or remedy accruing to Experian upon any breach, default or noncompliance of the Company under the Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance

thereafter occurring. All remedies, either under the Agreement, by law, or otherwise afforded to Experian, shall be cumulative and not alternative.

**3.8 Notices.** Except as otherwise set forth herein, all notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to the Company shall be sent to:

If to the Company: First Advantage Corporation  
One Progress Plaza, Suite 2400  
St. Petersburg, Florida 33701  
Attn: John Long, President and CEO  
Attn: Julie Waters, Vice President and General Counsel  
Fax: 727-214-3409

with a copy (which will not constitute notice) to:

If to Experian: Experian Holdings, Inc.  
475 Anton Boulevard  
Costa Mesa, California 92628  
Attention: Senior Vice President and Lead Attorney  
Fax: 714-830-2513

with a copy (which will not constitute notice) to:

Sonnenschein Nath & Rosenthal LLP  
8000 Sears Tower  
Chicago, Illinois 60606  
Attention: Michael D. Rosenthal, Esq.  
Fax: 312-876-7934

or, in either case at such address or number as any party hereto may designate by ten (10) days advance written notice to the Company.

**3.9 Attorneys' Fees.** In the event that any suit or action is instituted to enforce any provision in the Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to the Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**3.10 Titles and Subtitles.** The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing the Agreement.



3.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Additional Purchasers shall execute a counterpart signature page to the Agreement and become a party to the Agreement without the need of further signature or approval by the Company or any Investor.

*The remainder of this page intentionally left blank.*

*Signature Pages Follow*

IN WITNESS WHEREOF, the parties hereto have executed this **REGISTRATION RIGHTS AGREEMENT** as of the date set forth above.

**COMPANY:**

**FIRST ADVANTAGE CORPORATION**, a Delaware corporation

By: \_\_\_\_\_ /s/ JULIE WATERS

Name: **Julie Waters**

Title: **Vice President and General Counsel**

**EXPERIAN:**

**EXPERIAN INFORMATION SOLUTIONS, INC.**, an Ohio corporation

By: \_\_\_\_\_ /s/ MARK PEPPER

Name: **Mark Pepper**

Title: **Treasurer**

LOANED PERSONNEL AGREEMENT

This LOANED PERSONNEL AGREEMENT (this “**Agreement**”), effective as of September 14, 2005 (the “**Effective Date**”), by and between FIRST AMERICAN REAL ESTATE SOLUTIONS, LLC, a California limited liability company (“**FARES**”) and FIRST ADVANTAGE CIG LLC a Florida limited liability company (“**FADCIG**”). FARES and FADCIG are also referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Master Transfer Agreement (as defined below).

WITNESSETH:

WHEREAS, The First American Corporation, a California Corporation (“First American”), First American Real Estate Information Services, Inc. a California Corporation (“FAREISI”), First American Real Estate Solutions, LLC, (“FARES”) a California limited liability company, FADV Holdings, LLC, a Delaware limited liability company, First Advantage Corporation, (“FADV”) a Delaware Corporation and FADCIG have entered an Amended and Restated Master Transfer Agreement dated as of June 22, 2005 (the “Master Agreement”),

WHEREAS, the Parties each desire that (i) FARES loan the services of certain of its personnel to FADCIG on an interim basis, and FADCIG receive such services in accordance with this Agreement and (ii) FADCIG ultimately make an offer of employment to such personnel;

NOW, THEREFORE, subject to the conditions, provisions and limitations in this Agreement, the Parties agree as follows:

**SECTION 1. LOANED PERSONNEL.**

1.1. Services. In consideration of payment by FADCIG of the Loan-Out Fee (as defined in Section 2.2), FARES shall loan all individuals employed in the Business (as defined in the Master Transfer Agreement), each such individual an “**Existing Employee**,” and, collectively, the “**Existing Employees**”) to FADCIG, commencing on the Effective Date and terminating on the earlier of December 31, 2005 (such date, the “**Termination Date**”; such period, the “**Loan-Out Period**”). In the event that any of the Existing Employees terminates their employment with FARES under any circumstances (other than as a result of termination of an Existing Employees’ employment by FARES without the prior written consent of FADCIG), FARES shall cease to have any obligation hereunder to loan such individual to FADCIG or to provide a replacement for such individual, and FARES shall not have any liability hereunder as a result thereof.

1.2. Transferred Employees.

1.2.1 The Parties hereto acknowledge and agree that the Existing Employees are, at the Effective Date, and shall continue during the Loan-Out Period to be, employees of FARES, and are not and shall not for any purpose during the Loan-Out Period be deemed to be employees of FADCIG, except pursuant to Section 1.2.3 hereof. Until such time as an Existing Employee ceases to be an employee of FARES, FARES shall be solely responsible for and pay all of the salary, benefits, workers’ compensation premiums, unemployment insurance premiums and other compensation of such Existing Employee (collectively, “**Compensation and Benefits**”), including the costs of participation by such Existing Employee in the employee benefit plans of

FARES and its Affiliates, if applicable. Until such time as an Existing Employee ceases to be an employee of FARES, FARES shall be solely responsible for timely payment, withholding and reporting of all applicable Federal, state and local withholding, employment and payroll taxes with respect to such Existing Employee. Until such time as an Existing Employee ceases to be an employee of FARES, FARES shall maintain workers' compensation and employers' liability insurance, in accordance with applicable law, covering such Existing Employee. FARES shall furnish FADCIG with copies of certificates of insurance or other documentary evidence of such insurance coverage upon FADCIG's reasonable request. Until such time as an Existing Employee ceases to be an employee of FARES, FARES shall remain the sole employer of such Existing Employee, but the work performed by such Existing Employee shall, during the Loan-Out Period, be subject to the final approval of FADCIG or an Affiliate thereof. Notwithstanding the foregoing, the Existing Employees shall report directly and exclusively to FADCIG and FADCIG shall be solely responsible for the direction, supervision, management and performance of the Existing Employees. FADCIG shall be solely responsible for the results of performance of such Existing Employees and all related quality control measures. In no event shall FARES or FARES LLC be responsible for the management, supervision, direction, performance or work product of such Existing Employee in performing the Services; provided, however, that FARES may, but shall have no obligation to, participate in the supervision of such services, and may, if it so desires, participate in the means, manner and method by which such services are to be performed, and the failure of FARES to participate in such supervision shall in no way constitute gross negligence or willful misconduct on the part of FARES for the purposes of Section 4.1 hereof.

1.2.2 FADCIG shall make a good faith offer of regular employment to all Existing Employees on or before the Termination Date. For those Existing Employees who accept such offer of employment with FADCIG ("**Continuing Employees**"), FARES agrees that it shall be solely responsible for all Compensation and Benefits accruing or earned prior to the date any Existing Employee commences employment with FADCIG (the "**FADCIG Employment Commencement Date**"), subject to reimbursement pursuant to Section 2. FADCIG agrees that it shall be responsible for all Compensation and Benefits accruing or earned on and after the FADCIG Employment Commencement Date by Continuing Employees; provided, that in the event that length of service is relevant for purposes of eligibility or vesting with respect to any Compensation or Benefits to be provided by FADCIG after the FADCIG Employment Commencement Date, such plan, program or arrangement shall credit each Continuing Employee with the same length of service as such Continuing Employee has been credited with by Seller or FARES as of the FADCIG Employment Commencement Date; provided, further, that FADCIG shall honor all vacation which has accrued to, but not been used by, any Continuing Employee as of September 14, 2005. Each Continuing Employee shall cease active participation in any employee benefit plan or arrangement of FARES or its Affiliates in which such Continuing Employee participated immediately prior to the FADCIG Employment Commencement Date (collectively "Benefit Plans"), except to the extent FADCIG employees also participate in such Benefit Plans or arrangements or to the extent FARES and FADCIG expressly agree otherwise in writing. FARES and FADCIG shall cooperate to minimize the aggregate amount of any employer's obligation for employment and payroll taxes (including, without limitation, FICA taxes) in respect of any Continuing Employee.

## **SECTION 2. PAYMENTS.**

2.1. Payment of Loan-Out Fee. As consideration for the provision by FARES of the services of the Existing Employees during the Loan-Out Period, FADCIG shall pay to FARES the Loan-Out Fee in accordance with provisions of this Section 2.

## 2.2. Definitions.

2.2.1 “**Loan-Out Fee**” means an aggregate monthly charge in an amount equal to the sum of (i) the actual cost to FARES and its Affiliates of providing cash and non-cash benefits earned by such Existing Employee, together with all taxes payable thereon and all Reimbursable Expenses.

2.2.2 “**Reimbursable Expenses**” means all reasonable travel and entertainment and similar out-of-pocket third party expenses incurred by the Existing Employees in connection with the performance of their services to FADCIG hereunder.

2.3. Invoicing. FARES shall invoice FADCIG no later than the fifteenth (15<sup>th</sup>) day of each month for the Loan-Out Fee payable for the immediately preceding month (the “**Applicable Month**”); provided that a failure of FARES to provide a timely invoice shall not relieve FADCIG’s obligation to pay any such invoice once it has been actually delivered by FARES to FADCIG. All payments in accordance with this Agreement shall be made not later than ten (10) business days following receipt of each invoice by check or wire transfer of United States dollars to the account of FARES designated by FARES in writing to FADCIG. Monthly invoices shall show in reasonable detail the components of the Loan-Out Fee for the Applicable Month and shall be accompanied by such backup and support as FADCIG shall reasonably request. Should a dispute arise as to the amount of any Loan-Out Fee, and the Parties are unable to promptly resolve the dispute on an amicable basis, either Party desiring to pursue the dispute shall submit it to binding arbitration in accordance with Section 2.4.

2.4. Arbitration of Disputed Invoices. In the event any Party elects to submit a disputed Loan-Out Fee to arbitration, the Parties shall jointly select an arbitrator (an “**Arbitrator**”). If the Parties are unable to select an Arbitrator within twenty (20) calendar days of submission of the matter to arbitration, then the Parties agree to cause the American Arbitration Association in Los Angeles, California to select the Arbitrator. Within ten (10) calendar days of the selection of an Arbitrator, each Party shall submit a written statement to such Arbitrator as to the disputed charge. The Arbitrator shall review each such written statement and render a written decision as to the disputed invoice charge within ten (10) calendar days of receipt of all written statements. The decision of the Arbitrator shall be final and non-appealable and may be entered in any court of competent jurisdiction. The Parties shall each bear one-half of the cost of any such arbitration.

## SECTION 3. TERM AND TERMINATION

3.1. Commencement Date. This Agreement shall commence on the Effective Date and shall continue in effect until the Termination Date.

3.2. Termination Date. The following obligations shall survive the Termination Date: (a) the Parties’ obligations to make payments for services performed or provided by the Existing Employees in accordance with this Agreement on or before the Termination Date; (b) the Parties’ indemnification obligations; and (c) all other provisions of this Agreement, which by their express terms survive the termination of this Agreement.

## SECTION 4. INDEMNITIES

4.1. FADCIG shall hold harmless and indemnify each of FARES and its Affiliates (each, an “**FARES Indemnitee**”) from and against all losses, liabilities, costs, fines, damages and expenses (including, without limitation, reasonable attorney’s fees) (collectively, “**Losses**”) actually incurred by such FARES Indemnitee to the extent such Losses arise directly from (i) any breach of any representation, warranty, covenant or agreement made by FADCIG in this Agreement or (ii) any act or omission of FADCIG during the Loan-Out Period in contravention

of any applicable law, regulation, rule, ordinance or court order with respect to any Existing Employees, except in each case to the extent such Losses are attributable to the gross negligence or willful misconduct of such FARES Indemnitee or (b) are the result of, arise from or are in connection with the services rendered after the Effective Date hereof by any Existing Employee pursuant hereto, except in each case to the extent such Losses are attributable to the gross negligence or willful misconduct of such FARES Indemnitee; provided, however, that no act or omission of any Existing Employee after the Effective Date shall constitute gross negligence or willful misconduct on the part of an FARES Indemnitee.

4.2. FARES shall hold harmless and indemnify each of FADCIG and its Affiliates (each, a “**FADCIG Indemnitee**”) from and against all Losses actually incurred by such FADCIG Indemnitee to the extent such Losses arise directly from (i) any breach of any representation, warranty, covenant or agreement made by FARES in this Agreement.

4.3. FARES’s maximum liability under this Agreement shall be limited to the charges paid to FARES hereunder. In no event, shall FARES be liable hereunder for any consequential, incidental or punitive loss, damage or expense or lost profits even if it has been advised of their possible existence.

#### **SECTION 5. NO THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the Parties, and their successors and assigns, and no provisions of this Agreement shall be deemed to confer upon any other persons or entities, including, without limitation, the Existing Employees or Continuing Employees, any right, remedy, claim, liability, reimbursement, cause of action or other right, or constitute such other persons or entities as intended or incidental third party beneficiaries to this Agreement.

#### **SECTION 6. MISCELLANEOUS PROVISIONS**

6.1. Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid with return receipt requested, telecopy (with hard copy delivered by overnight courier service), or delivered by hand, messenger or overnight courier service, and shall be deemed given when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties.

If to FADCIG:           First Advantage CIG, LLC  
                              One Progress Plaza Suite 2400  
                              St. Petersburg, FL 33701  
                              Telephone: (727) 214-3411  
                              Telecopier: (714) 214-3428  
                              Attention: Legal Department

If to FARES:           First American Real Estate Solutions LLC  
                              12395 First American Way  
                              Poway, CA 92064  
                              Attention:  
                              Telephone: (619) 938-7028  
                              Facsimile: (619) 938-7017

with copies (which shall not constitute notice) to:

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

6.2. Counterparts. This Agreement may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.3. Entire Agreement. This Agreement and the schedules hereto constitute the entire agreement among the Parties hereto and their respective Affiliates and contains all of the agreements among such parties with respect to the subject matter hereof. This Agreement and the schedules hereto supersede any and all other prior agreements, either oral or written, between such parties with respect to the subject matter hereof.

6.4. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

6.5. Amendment. This Agreement may be amended only by a written agreement executed by the Parties.

6.6. Binding Effect; Assignment. This Agreement will be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns, but neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party; provided, however, that FADCIG may assign without the consent of FARES all of its rights, interests and/or obligations hereunder to a wholly-owned subsidiary of FADCIG or to First Advantage Corporation.

6.7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICT OF LAWS DOCTRINE.

6.8. Jurisdiction. Except as provided in Section 2.4, each Party agrees that any legal action or proceeding with respect to this Agreement may be brought in the Courts of the State of Florida sitting in St. Petersburg, Florida or the United States District Court for the Middle District of Florida 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 herein 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.

6.9. Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party entitled to the benefit thereof. Any such waiver shall be in writing signed by the waiving Party and be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

6.10. Captions. Titles or captions of Sections or paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

6.11. Independent Contractors. The relationship of the Parties hereto shall be that of independent contracting parties and nothing herein shall be deemed to create any joint venture or partnership between the Parties hereto.

\* \* \*



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties effective on the date first above written.

FIRST AMERICAN REAL ESTATE SOLUTIONS LLC

By:                     /s/ KENNETH D. DEGIORGIO                      
Name: **Kenneth D. DeGiorgio**  
Title: **Vice President**

FIRST ADVANTAGE CIG, LLC

By:                     /s/ JULIE WATERS                      
Name: **Julie Waters**  
Title: **Vice President and General Counsel**

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**SCHEDULE 1.1**

**EMPLOYEE NAME**

**SALARY**

**DAILY RATE OF PAY**

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