IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: ALTEGRITY, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 15-10226 (LSS) Jointly Administered Ref Docket Nos. 532, 533, 641, 663 and 765

THIRD SUPPLEMENT TO THE PLAN SUPPLEMENT
IN CONNECTION WITH THE DEBTORS' JOINT CHAPTER 11 PLAN

Attached hereto is the Third Supplement to the Plan Supplement (the "**Third Supplement to Plan Supplement**") in connection with, and as defined in, the *Joint Chapter 11 Plan of Altegrity, Inc., et al.*, dated May 15, 2015 [Docket No. 532] (the "**Plan**"). **The documents, summaries, and other materials, each substantially in the form contained in the Plan Supplement, the First Supplement to Plan Supplement, the Second Supplement to Plan Supplement and this Third Supplement to Plan Supplement, are integral to and part of the Plan.**

The Debtors, consistent with the terms of the Plan, reserve the right to alter, amend, modify or supplement any document or exhibit in the Plan Supplement, the First Supplement to Plan Supplement, the Second Supplement to Plan Supplement and this Third Supplement to Plan Supplement at any time before the Effective Date (as defined in the Plan) of the Plan, or any such other date as may be permitted by the Plan or by order of the Bankruptcy Court (as defined below).

The hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") shall be held on August 14, 2015 at 10:00 a.m. (Prevailing Eastern Time) before the Honorable Laurie

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Altegrity, Inc. (9985); Albatross Holding Company, LLC (2688); Albatross Marketing and Trading, LLC (8643); Altegrity Acquisition Corp. (1480); Altegrity Holding Corp. (1481); Altegrity Risk International LLC (6350); Altegrity Security Consulting, Inc. (5452); CVM Solutions, LLC (9526); D, D & C, Inc. (9552); Engenium Corporation (2269); FDC Acquisition, Inc. (2387); HireRight Records Services, Inc. (1944); HireRight Solutions, Inc. (8954); HireRight Technologies Group, Inc. (1660); HireRight, Inc. (5016); John D. Cohen, Inc. (1738); KCMS, Inc. (0085); KIA Holding, LLC (1333); Kroll Associates, Inc. (6880); Kroll Background America, Inc. (4830); Kroll Crisis Management Group, Inc. (3811); Kroll Cyber Security, Inc. (2393); Kroll Factual Data, Inc. (9911); Kroll Holdings, Inc. (4648); Kroll Inc. (1019); Kroll Information Assurance, Inc. (2283); Kroll Information Services, Inc. (2381); Kroll International, Inc. (1243); Kroll Ontrack Inc. (1650); Kroll Recovery LLC (7082); Kroll Security Group, Inc. (5514); National Diagnostics, Inc. (7132); Ontrack Data Recovery, Inc. (3148); Personnel Records International, LLC (0716); The Official Information Company (1805); US Investigations Services, LLC (9260); USIS International, Inc. (3617); and USIS Worldwide, Inc. (4258). The location of the Debtors' corporate headquarters is 600 Third Avenue, 4th Floor, New York, NY 10016.

Selber Silverstein, United States Bankruptcy Judge, in Courtroom 2, 6th Floor, of the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), 824 North Market Street, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing.

Dated: August 12, 2015
Wilmington, Delaware

/s/ Ryan M. Bartley

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Edmon L. Morton (No. 3856)
Joseph M. Barry (No. 4221)
Ryan M. Bartley (No. 4985)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253
Email: emorton@ycst.com
jbarry@ycst.com
rbartley@ycst.com

-and-

DEBEVOISE & PLIMPTON LLP
M. Natasha Labovitz
Jasmine Ball
Craig A. Bruens
919 Third Avenue
New York, New York 10022
Tel: (212) 909-6000
Fax: (212) 909-6836
Email: nlabovitz@debevoise.com
jball@debevoise.com
cabruens@debevoise.com

Co-Counsel for the Debtors and Debtors in Possession

THIRD SUPPLEMENT TO PLAN SUPPLEMENT DOCUMENTS

Exhibits that have not been altered, amended, modified or supplemented from the Plan Supplement, First Supplement to Plan Supplement or Second Supplement to Plan Supplement have not been included below or herein. Please refer to the Plan Supplement, the First Supplement to Plan Supplement and the Second Supplement to Plan Supplement, filed on June 16, 2015 [Docket No. 641], June 19, 2015 [Docket No. 663] and July 24, 2015 [Docket No. 765], respectively, to review those Exhibits or any originally filed Exhibits supplemented below.

- **Exhibit B-1** – Form of By-Laws for New Altegrity (Revised Filing)
- **Exhibit B-2** – Form of Certificate of Incorporation for New Altegrity (Revised Filing)
- **Exhibit B-3** – Form of New Altegrity Shareholders Agreement (Revised Filing)
- **Exhibit B-4** – Board of Directors of New Altegrity (Revised Filing)
- **Exhibit B-6** – Form of By-Laws for Altegrity Holding Corp.
- **Exhibit B-7** – Form of Certificate of Incorporation for Altegrity Holding Corp.
- **Exhibit C-1 –** Form of Limited Liability Company Agreement for Primary Operating Debtors Altegrity (Revised Filing)
- **Exhibit C-2** – Form of Limited Liability Company Agreement for Other Debtors Altegrity (Revised Filing)
- **Exhibit C-3** – Board of Directors of Reorganized Debtors other than New Altegrity (Revised Filing)
- **Exhibit C-4** – Officers of Reorganized Debtors other than New Altegrity (Revised Filing)
- **Exhibit D** – Number of Shares of New Common Stock of New Altegrity and Altegrity Holding Corp. Initially Issued and Outstanding (Revised Filing)
- **Exhibit I-2** – Oversight Committee Operating Procedures (Revised Filing)
- **Exhibit L** – Treatment of Intercompany Claims in Class A9 (Revised Filing)
- **Exhibit N-2** – Operating Debtors[2] Executory Contracts and Unexpired Leases to be

[2] The Operating Debtors are: Altegrity, Inc.; Albatross Holding Company, LLC; Albatross Marketing and Trading, LLC; Altegrity Acquisition Corp.; Altegrity Holding Corp.; Altegrity Risk International LLC; Altegrity Security Consulting, Inc.; CVM Solutions, LLC; D, D & C, Inc.; Engenium Corporation; FDC Acquisition, Inc.; HireRight Records Services, Inc.; HireRight Solutions, Inc.; HireRight Technologies Group, Inc.; HireRight, Inc.; KCMS, Inc.; KIA Holding, LLC; Kroll Associates, Inc.; Kroll Background America,

Assumed or Assumed and Assigned (Supplemental Filing)

- **Exhibit O** – Liquidating Debtors[3] Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned (Supplemental Filing)

- **Exhibit R** – Form of Letter Agreement

Inc.; Kroll Crisis Management Group, Inc.; Kroll Cyber Security, Inc.; Kroll Factual Data, Inc.; Kroll Holdings, Inc.; Kroll Inc.; Kroll Information Assurance, Inc.; Kroll Information Services, Inc.; Kroll International, Inc.; Kroll Ontrack Inc.; Kroll Recovery LLC; Kroll Security Group, Inc.; National Diagnostics, Inc.; Ontrack Data Recovery, Inc.; Personnel Records International, LLC; and The Official Information Company.

3 The Liquidating Debtors are: US Investigation Services, LLC, USIS International, Inc., USIS Worldwide, Inc. and John D. Cohen, Inc.

Exhibit B-1

Form of By-Laws for New Altegrity and Altegrity Holding Corp. (Revised Filing)

BYLAWS

OF

[NEW ALTEGRITY HOLDCO 1]

ARTICLE I

OFFICES

Section 1. REGISTERED OFFICES. The registered office shall be in Wilmington, Delaware, or such other location as the Board of Directors may determine or the business of the corporation may require.

Section 2. OTHER OFFICES. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of stockholders shall be held at any place within or outside the State of Delaware as designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING OF STOCKHOLDERS. The annual meeting of stockholders shall be held each year on a date and a time designated by the Board of Directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. QUORUM; ADJOURNED MEETINGS AND NOTICE THEREOF. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned

meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. VOTING. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or the Certificate of Incorporation, or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 5. PROXIES. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VI, Section 5 hereof.

Section 6. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. NOTICE OF STOCKHOLDERS' MEETINGS. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. MAINTENANCE AND INSPECTION OF STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the

city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 9. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section 9 to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. THE NUMBER OF DIRECTORS. The Board of Directors shall consist of at least one (1) director. The number of directors shall be fixed or changed from time to time by the then appointed directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and the directors elected shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of stockholders by a majority of the stock represented and entitled to vote thereat.

Section 2. VACANCIES. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole

remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3. POWERS. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. PLACE OF DIRECTORS' MEETINGS. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Delaware.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held on ten days' notice to each director, either personally or by mail, at such time and place as shall from time to time be determined by the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. QUORUM. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. TELEPHONIC MEETINGS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications

equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the Bylaws of the corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. MINUTES OF COMMITTEE MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall annually fix the compensation, if any, of directors and committee members, subject to any approval of the stockholders that may be required by any agreement among the stockholders. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of this corporation shall include a Chairman of the Board of Directors or a President, or both, and a Secretary. The corporation may also have, at the discretion of the Board of Directors, such other officers as are desired, including a Vice-Chairman of the Board of Directors, a Chief Executive Officer, a Chief Financial Officer,

one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. At the time of the election of officers, the directors may by resolution determine the order of their rank, if any, provided that the Chairman of the Board of Directors shall have the highest rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. ELECTION OF OFFICERS. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation. The Chairman of the Board of Directors shall be elected by the stockholders (or any group thereof) according to rules and procedures which they select by agreement among themselves.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. TERM OF OFFICE; REMOVAL AND VACANCIES. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The Chairman of the Board of Directors may be removed by the stockholders (or any group thereof) according to the rules and procedures which they select by agreement among themselves.

Section 5. CHAIRMAN OF THE BOARD. The Chairman of the Board of Directors, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws. If there is no President, the Chairman of the Board of Directors shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 6 of this Article IV.

Section 6. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board of Directors, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board of Directors, or if there be none, at all meetings of the Board of Directors. He shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President and Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President,

and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

Section 8. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 9. ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 11. ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. PROCEEDINGS OTHER THAN THOSE BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. PROCEEDINGS BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. INDEMNIFICATION AGAINST EXPENSES. To the extent that a director or officer of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. For the avoidance of doubt, a claim dismissed with or without prejudice is considered successful for purposes of this Section 3.

Section 4. AUTHORIZATION FOR INDEMNIFICATION AGAINST EXPENSES. Any indemnification under Sections 1 and 2 of this Article V (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article V. Such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders. The corporation, acting through its Board of Directors or otherwise, shall cause such determination to be made if so requested by any person who is indemnifiable under this Article V.

Section 5. ADVANCEMENT OF EXPENSES. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article V.

Section 6. INDEMNIFICATION OF EXPENSES NOT EXCLUSIVE. The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. INDEMNITOR OF FIRST RESORT. The corporation hereby agrees that it is the indemnitor of first resort and that its obligations to an officer or director of the corporation are primary and any obligation of a stockholder of the corporation to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such office or director are secondary.

Section 8. DIRECTORS AND OFFICERS INSURANCE. The Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article V.

Section 9. CORPORATION DEFINED; EFFECTS OF MERGER OR CONSOLIDATION. For the purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or

officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 10. OTHER ENTERPRISES DEFINED. For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

Section 11. CESSATION OF DIRECTOR OR OFFICER STATUS. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12. PROCEEDINGS INITIATED BY INDIVIDUAL. The corporation shall be required to indemnify a person in connection with an action, suit or proceeding (or part thereof) initiated by such person only if the action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. CERTIFICATES. At the option of the Board of Directors, the stock of the corporation may be (i) uncertificated, evidenced by entries into the corporation's stock ledger or other appropriate corporate books and records, as the Board of Directors may determine from time to time, or (ii) evidenced by a certificate signed by, or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Chief Financial Officer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. SIGNATURES ON CERTIFICATES. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. TRANSFERS OF STOCK. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. FIXED RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date which shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

Section 6. REGISTERED STOCKHOLDERS. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash,

in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. PAYMENT OF DIVIDENDS; DIRECTORS' DUTIES. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. CHECKS. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. CORPORATE SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. MANNER OF GIVING NOTICE. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

AMENDMENTS

AMENDMENT BY DIRECTORS OR STOCKHOLDERS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors. For the avoidance of doubt, any such alteration, amendment or repeal or adoption of new Bylaws by the stockholders or by the Board of Directors shall not adversely affect any person's right to indemnification pursuant to

Article V hereof in respect of acts or omissions by such person occurring prior to such alteration, amendment, repeal or adoption. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

* * * * *

Blackline Comparing Exhibit B-1 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

BYLAWS

OF

[NEW ALTEGRITY HOLDCO 1]

ARTICLE I

OFFICES

Section 1. REGISTERED OFFICES. The registered office shall be in Wilmington, Delaware, or such other location as the Board of Directors may determine or the business of the corporation may require.

Section 2. OTHER OFFICES. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of stockholders shall be held at any place within or outside the State of Delaware as designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING OF STOCKHOLDERS. The annual meeting of stockholders shall be held each year on a date and a time designated by the Board of Directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. QUORUM; ADJOURNED MEETINGS AND NOTICE THEREOF. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the

adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. VOTING. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or the Certificate of Incorporation, or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 5. PROXIES. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VI, Section 5 hereof.

Section 6. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. NOTICE OF STOCKHOLDERS' MEETINGS. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. MAINTENANCE AND INSPECTION OF STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting,

during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 9. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section 9 to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. THE NUMBER OF DIRECTORS. The Board of Directors shall consist of at least one (1) director. The number of directors shall be fixed or changed from time to time by the then appointed directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and the directors elected shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of stockholders by a majority of the stock represented and entitled to vote thereat.

Section 2. VACANCIES. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be

filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3. POWERS. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. PLACE OF DIRECTORS' MEETINGS. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Delaware.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held on ten days' notice to each director, either personally or by mail, at such time and place as shall from time to time be determined by the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. QUORUM. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. TELEPHONIC MEETINGS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any

committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the Bylaws of the corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. MINUTES OF COMMITTEE MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall annually fix the compensation, if any, of directors and committee members, subject to any approval of the stockholders that may be required by any agreement among the stockholders. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of this corporation shall ~~be chosen by the Board of Directors and shall~~ include a Chairman of the Board of Directors or a President, or both, and a Secretary. The corporation may also have, at the discretion of the Board of Directors, such other officers as are desired, including a Vice-Chairman of the Board of Directors, a Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. At the time of the election of officers, the directors may by resolution determine the order of their rank, if any, provided that the Chairman of the Board of Directors shall have the highest rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. ELECTION OF OFFICERS. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation. The Chairman of the Board of Directors shall be elected by the stockholders (or any group thereof) according to rules and procedures which they select by agreement among themselves.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. TERM OF OFFICE; REMOVAL AND VACANCIES. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The Chairman of the Board of Directors may be removed by the stockholders (or any group thereof) according to the rules and procedures which they select by agreement among themselves.

Section 5. CHAIRMAN OF THE BOARD. The Chairman of the Board of Directors, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws. If there is no President, the Chairman of the Board of Directors shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 6 of this Article IV.

Section 6. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board of Directors, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control

of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board of Directors, or if there be none, at all meetings of the Board of Directors. He shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President and Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

Section 8. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 9. ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or

removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 11. ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. PROCEEDINGS OTHER THAN THOSE BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. PROCEEDINGS BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but

in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. INDEMNIFICATION AGAINST EXPENSES. To the extent that a director or officer of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. For the avoidance of doubt, a claim dismissed with or without prejudice is considered successful for purposes of this Section 3.

Section 4. AUTHORIZATION FOR INDEMNIFICATION AGAINST EXPENSES. Any indemnification under Sections 1 and 2 of this Article V (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article V. Such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders. The corporation, acting through its Board of Directors or otherwise, shall cause such determination to be made if so requested by any person who is indemnifiable under this Article V.

Section 5. ADVANCEMENT OF EXPENSES. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article V.

Section 6. INDEMNIFICATION OF EXPENSES NOT EXCLUSIVE. The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. INDEMNITOR OF FIRST RESORT. The corporation hereby agrees that it is the indemnitor of first resort and that its obligations to an officer or director of the corporation are primary and any obligation of a stockholder of the corporation to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such office or director are secondary.

Section 8. DIRECTORS AND OFFICERS INSURANCE. The Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a

director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article V.

Section 9. CORPORATION DEFINED; EFFECTS OF MERGER OR CONSOLIDATION. For the purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 10. OTHER ENTERPRISES DEFINED. For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

Section 11. CESSATION OF DIRECTOR OR OFFICER STATUS. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12. PROCEEDINGS INITIATED BY INDIVIDUAL. The corporation shall be required to indemnify a person in connection with an action, suit or proceeding (or part thereof) initiated by such person only if the action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. CERTIFICATES. At the option of the Board of Directors, the stock of the corporation may be (i) uncertificated, evidenced by entries into the corporation's

stock ledger or other appropriate corporate books and records, as the Board of Directors may determine from time to time, or (ii) evidenced by a certificate signed by, or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Chief Financial Officer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. SIGNATURES ON CERTIFICATES. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. TRANSFERS OF STOCK. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. FIXED RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date which shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

Section 6. REGISTERED STOCKHOLDERS. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. PAYMENT OF DIVIDENDS; DIRECTORS' DUTIES. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. CHECKS. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. CORPORATE SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. MANNER OF GIVING NOTICE. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE ~~IX~~VIII

AMENDMENTS

AMENDMENT BY DIRECTORS OR STOCKHOLDERS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors. For the avoidance of doubt, any such alteration, amendment or repeal or adoption of new Bylaws by the stockholders or by the Board of Directors shall not adversely affect any person's right to indemnification pursuant to Article V hereof in respect of acts or omissions by such person occurring prior to such alteration, amendment, repeal or adoption. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

* * * * *

Exhibit B-2

Form of Certificate of Incorporation for New Altegrity and Altegrity Holding Corp. (Revised Filing)

CERTIFICATE OF INCORPORATION
OF
[NEW ALTEGRITY HOLDCO 1]

Dated as of August ___, 2015

FIRST: The name of this corporation (the "Corporation") shall be [NEW ALTEGRITY HOLDCO 1].

SECOND: Its registered office in the State of Delaware is to be located at [2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808], and the name of its registered agent at such address is the [Corporation Service Company][1].

THIRD: The purpose or purposes of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The total number of shares of stock which this Corporation is authorized to issue is 25,000,000. All such shares are of one class and are shares of Common Stock with the par value of $0.01 per share. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Mailing Address
Yashreeka Huq	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SEVENTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the DGCL, as the same may be amended and supplemented.

EIGHTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Company (and any other persons to which the DGCL permits the Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the

[1] Note to Draft: To be determined.

indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to the limits created by the DGCL and applicable decisional law, with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article Eighth shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed, signed and acknowledged this Certificate of Incorporation as of the date first above written.

_____

Yashreeka Huq
Incorporator

Blackline Comparing Exhibit B-2 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

CERTIFICATE OF INCORPORATION
OF
[NEW ALTEGRITY HOLDCO 1]

Dated as of ~~June~~August ___, 2015

FIRST: The name of this corporation (the "Corporation") shall be [NEW ALTEGRITY HOLDCO 1].

SECOND: Its registered office in the State of Delaware is to be located at [2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808], and the name of its registered agent at such address is the [Corporation Service Company][1].

THIRD: The purpose or purposes of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The total number of shares of stock which this Corporation is authorized to issue is ~~1,000~~25,000,000. All such shares are of one class and are shares of Common Stock with the par value of $0.01 per share. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Mailing Address
Yashreeka Huq	Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SEVENTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the DGCL, as the same may be amended and supplemented.

[1] Note to Draft: To be determined.

EIGHTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Company (and any other persons to which the DGCL permits the Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to the limits created by the DGCL and applicable decisional law, with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article Eighth shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed, signed and acknowledged this Certificate of Incorporation as of the date first above written.

_____

Yashreeka Huq
Incorporator

Exhibit B-3

Form of New Altegrity Shareholders Agreement (Revised Filing)

STOCKHOLDERS AGREEMENT

by and among

[NEW ALTEGRITY HOLDCO 1],

and

the STOCKHOLDERS that are parties hereto

DATED AS OF [●], 2015

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

Page

STOCKHOLDERS AGREEMENT

This Stockholders Agreement, dated as of [●], 2015 (the "Effective Date"), is entered into by and among [New Altegrity Holdco 1], a Delaware corporation (the "Company"), and those stockholders of the Company receiving Stock pursuant to the Amended Joint Chapter 11 Plan of Altegrity Inc., et al., dated as of [●], 2015, including without limitation those stockholders of the Company listed on the signature pages hereto (as amended, supplemented or modified from time to time, this "Agreement"). Unless otherwise specified, capitalized terms used herein shall have the respective meanings set forth in Article I. The Company, the Stockholders and any stockholder joined as a party to this Agreement pursuant to the provisions hereof are sometimes collectively referred to herein as the "Parties" and each is sometimes referred to herein as a "Party."

RECITALS

WHEREAS, the Company was incorporated by the filing of the Certificate of Incorporation of the Company, in the form attached hereto as Exhibit A, in the office of the Secretary of State of the State of Delaware on [●], 2015 (as the same may be amended, restated or otherwise modified from time to time, the "Certificate of Incorporation").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND USAGE

SECTION 1.01. Definitions. (a) The following terms shall have the following meanings for the purposes of this Agreement:

"Addendum Agreement" means an Addendum Agreement in the form attached hereto as Exhibit C.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such specified Person, and with respect to any Stockholder, an "Affiliate" shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (i) is directly or indirectly managed, advised or controlled by such Stockholder or any Affiliate of such Stockholder or (ii) is advised or managed by the same investment adviser as, or an Affiliate of the investment adviser of, such Stockholder; provided, however, that an Affiliate shall not include any portfolio company of any Person (including any Stockholder).

"Applicable Governance Rules" means any applicable federal and state securities laws and the applicable rules of the NYSE[1] relating to the Board and the corporate governance of the Company, including, without limitation, Rule 10A-3 of the Exchange Act and Rule 303A of the NYSE Listed Company Manual.

"Board" means the Board of Directors of the Company.

"Business Day" means any day excluding Saturday, Sunday or any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions are authorized or required by law or other governmental action to close.

"Bylaws" means the Bylaws of the Company adopted as of the Effective Date, in the form attached hereto as Exhibit B, as the same may be amended, restated or supplemented from time to time.

"Capital Research & Management" means certain funds and accounts advised by Capital Research and Management Company and any of its Affiliates.

"Change of Control" means: (i) an acquisition by any Person or group of Persons of Equity Securities of the Company, whether already outstanding or newly issued, in a transaction or series of transactions, if immediately thereafter such Person or group of Persons (other than the Stockholders or their respective Affiliates or a wholly-owned Subsidiary of the Company) has, or would have, directly or indirectly, beneficial ownership of eighty percent (80%) or more of the combined Equity Securities or voting power of the Company; (ii) the sale of all or substantially all (*i.e.*, eighty percent (80%) or more) of the assets of the Company and its Subsidiaries, taken as a whole, directly or indirectly, to any Person or group of Persons (other than the Stockholders or their respective Affiliates or a wholly-owned Subsidiary of the Company) in a transaction or series of transactions; or (iii) the consummation of a tender offer, merger, recapitalization, consolidation, business combination, reorganization or other transaction, or series of related transactions, involving the Company and any other Person or group of Persons; unless, in the case of clause (iii) of this definition, both (1) the then-existing Stockholders, immediately prior to such transaction or the first transaction in such series of transactions, will beneficially own more than twenty percent (20%) of the combined Equity Securities or voting power of the Company (or, if the Company will not be the surviving entity in such transaction or series of transactions, such surviving entity) immediately after such transaction or series of transactions and (2) the individuals who are Directors, immediately prior to such transaction or the first transaction in such series of transactions, will be entitled to cast at least a majority of the votes of the Board (or the board of managers or equivalent body of such surviving entity, as the case may be) after the closing of such transaction or series of transactions. As used in this definition of Change of Control, the term "group" shall have the same meaning of such term is used in Rule 13d-5 of the Exchange Act.

"Code" means the Internal Revenue Code of 1986.

[1] Note to Draft: Draft assumes any registration will be with the NYSE.

"Common Stock" means shares of common stock of the Company, par value $[0.01] per share.

"Company Governing Documents" means, collectively, the Certificate of Incorporation and the Bylaws.

"control" (including the terms "controlling" and "controlled"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of such subject Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"Debt Securities" means Securities evidencing Indebtedness of the Company and its Subsidiaries of the type set forth in clause (ii) of the definition of "Indebtedness."

"DGCL" means the Delaware General Corporations Law.

"Enforceability Exceptions" means (i) any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, and (ii) any legal principles of general applicability governing the availability of equitable remedies, including principles of commercial reasonableness, good faith and fair dealing (whether considered in a proceeding in equity or at law or under applicable legal codes).

"Equity Security" has the meaning ascribed to such term in Rule 405 under the Securities Act, and in any event, includes any security having the attendant right to vote for directors or similar representatives and any general or limited partner interest in any Person.

"Exchange Act" means the United States Securities Exchange Act of 1934 and the rules and regulations thereunder.

"Fair Market Value" means, with respect to property (other than cash), the fair market value of such property as determined in good faith by the Board.

"Fiscal Year" means the twelve (12)-month (or shorter) period ending on December 31 of each year.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) U.S. and other federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity, any court or other tribunal).

"Hedging Obligation" means, with respect to any Person, any liability of such Person under any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Indebtedness" of a Person means, at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments (excluding contingent obligations under surety bonds), (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising and paid in the ordinary course of business, (iv) the capitalized amount of all capital leases of such Person, (v) all non-contingent obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit, bankers acceptance, surety bond or similar instrument, (vi) all Equity Securities of such Person subject to repurchase or redemption otherwise than at the sole option of such Person, (vii) all obligations of a type described in clauses (i) through (vi) and clauses (viii) and (ix) of this definition secured by a Lien on any asset of such Person, whether or not such obligation is otherwise an obligation of such Person, (viii) all Hedging Obligations of such Person, and (ix) all Indebtedness of others guaranteed by such Person. Any obligation constituting Indebtedness solely by virtue of the preceding clause (vii) shall be valued at the lower of the Fair Market Value of the corresponding asset and the aggregate unpaid amount of such obligation.

"Independent Director" means a Director who, as of the date of such Director's election or appointment to the Board and as of any other date on which the determination is being made, would qualify as an "independent director" of the Company under Rule 303A(2) of the NYSE Listed Company Manual (assuming for this purpose that it applies to each such Person).

"IPO" means an initial public offering by the Company of Common Stock pursuant to the Securities Act.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

"Litespeed" means Litespeed Master Fund, Ltd. and any other funds and accounts, as the case may be, advised by Litespeed Management LLC and any of its Affiliates.

"Majority Stockholders" means, collectively, Capital Research & Management, Litespeed, Mudrick and Third Avenue; so long as, with respect to each such entity, such entity continues to hold any Common Stock.

"Majority Vote" means a vote of a majority of the shares of the Common Stock held by the Majority Stockholders at the time of determination.

"Maximum Tag-Along Portion" means, with respect to any Tag-Along Stockholder exercising its Tag-Along Rights, a number of shares of Common Stock equal to (i) the number of shares of Common Stock held by such Tag-Along Stockholder, multiplied by (ii) a fraction expressed as a percentage, the numerator of which is the number of shares of Common Stock proposed to be sold by the Selling Stockholders in such Tag-Along Sale and the denominator of which is the aggregate number of shares of Common Stock held by such Selling Stockholders.

"Mudrick" means certain funds and accounts advised by Mudrick Capital Management, LP and any of its Affiliates.

"NYSE" means the New York Stock Exchange.

"Percentage Interest" means, with respect to any Stockholder and as of any date of determination, a fraction, expressed as a percentage, the numerator of which is the number of shares of Common Stock held by such Stockholder as of such date and the denominator of which is the aggregate number of shares of Common Stock held by all Stockholders as of such date.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, estate, joint venture, Governmental Authority or other entity.

"Pro Rata Portion" means, as of any date of determination, (i) with respect to any Stockholder, a fraction, expressed as a percentage, the numerator of which is the number of shares of Common Stock held by such Stockholder as of such date and the denominator of which is the number of shares of Common Stock issued and outstanding as of such date, and (ii) with respect to any shareholder of any other group or class of shareholders, a fraction, expressed as a percentage, the numerator of which is the number of shares of Stock or other Equity Securities of the Company (as the case may be) held by such shareholder as of such date and the denominator of which is the aggregate number of shares of Stock or other Equity Securities of the Company (as the case may be) held by all of the shareholders of such group or class as of such date.

As an example, if (i) the Company has four (4) Stockholders each holding twenty five percent (25%) of the Company's issued and outstanding Common Stock and (ii) the Company proposes to sell an additional 1000 shares of Common Stock in accordance with Section 3.03, then each of such Stockholders' Pro Rata Portion with respect to such additional Common Stock is twenty five percent (25%) and each such Stockholder shall be entitled to subscribe for 250 shares of such Common Stock pursuant to the Preemptive Rights set forth in Section 3.03; provided, however, that if (iii) three (3) of such Stockholders exercise their Preemptive Rights to purchase 250 shares of Common Stock each and additionally exercise their Additional Purchase Rights in full, but (iv) one (1) of such Stockholders exercises its Preemptive Rights to purchase only 100 shares of Common Stock and thereby leaves 150 shares of Common Stock unallocated, then the Pro Rata Portion of each of the three (3) Stockholders who exercise their Additional Purchase Rights with respect to the additional 150 shares of Common Stock will be thirty three and one third

percent (33 1/3rd%) and each such Stockholder will be allocated an additional 50 shares of Common Stock.

"Representatives" means with respect to any specified Person, such Person's current, former or future (as applicable) officers, directors, managers, shareholders, partners, members, equity holders, parents, agents, employees, representatives (including attorneys, accountants, consultants, bankers and financial advisors of such Person or its Affiliates) and Affiliates (including, with respect to any Stockholder, any Director(s) and Board Observer(s) designated by such Stockholder).

"Securities" means any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Act" means the United States Securities Act of 1933 and the rules and regulations thereunder.

"shareholder" means any holder of Common Stock or any other class of stock of the Company which may be authorized and issued from time to time (including any preferred stock of the Company).

"Stock" means, collectively, the Common Stock and any other class of stock of the Company which may be authorized and issued from time to time (including any preferred stock of the Company).

"Stockholder" means a holder of Common Stock that is a Party to this Agreement and any Transferee thereof joined to this Agreement as a Party in accordance with the terms hereof.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than fifty percent (50%) of the total voting power of shares of capital stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Third Avenue" means certain funds managed by Third Avenue Management LLC, including Third Avenue Trust, on behalf of Third Avenue Focused Credit Fund.

"Transfer" means any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance, direct or indirect, in whole or in

part, by operation of law or otherwise, and shall include all matters deemed to constitute a Transfer under Article V. The terms "Transferred," "Transferring," "Transferor" and "Transferee" have meanings correlative to the foregoing.

"Treasury Regulations" mean the regulations promulgated under the Code.

As used in this Agreement, each of the following capitalized terms shall have the meaning ascribed to them in the Section set forth opposite such term:

Term	**Section**
Accounting Firm	2.02(b)
Additional Purchase Right	3.03(b)
Additional Securities	3.03(a)
Agreement	Preamble
Board Designation Rights	4.01(b)
Board Observer	4.04(a)
CEO	4.04(a)
Certificate of Incorporation	Recitals
Committee	0
Company	Preamble
Confidential Information	6.15(b)
Director	4.01(a)
Disinterested Director Approval	4.03(b)
Drag-Along Notice	5.03(a)
Drag-Along Purchaser	5.03(a)
Drag-Along Sale	5.03(a)
Drag-Along Stock	5.03(a)
Drag-Along Terms	5.03(a)
Dragging Stockholders	5.03(a)
Effective Date	Preamble
Parties	Preamble
Party	Preamble
Preemptive Notice	3.03(b)
Preemptive Right	3.03(a)
Proposed Offeree(s)	3.03(a)
Related Party Transaction	4.03(b)
Selling Stockholders	5.02(a)
Selling Stockholders Representative	5.02(b)
Quarterly Conference Call	2.03
Special Stockholder Approval	4.03(a)
Specified Activity	4.06
Stockholder Parties	6.15(a)
Tag-Along Exercise	5.02(c)
Tag-Along Notice	5.02(b)
Tag-Along Purchaser	5.02(a)
Tag-Along Rights	5.02(a)

Term	Section
Tag-Along Sale	5.02(a)
Tag-Along Stock	5.02(d)
Tag-Along Stockholder	5.02(c)
Tag-Along Terms	5.02(b)

SECTION 1.02. Terms and Usage Generally.

(a) The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The terms "clause(s)" and "subparagraph(s)" shall be used herein interchangeably. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to its permitted successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Each reference herein (other than in any Schedule or Exhibit) to Stock amounts shall be appropriately adjusted for any Stock split, recapitalization, recombination, reclassification or the like with respect to such Stock occurring after the date hereof. Any references herein to "US$," "$" or "dollars" shall mean U.S. dollars.

(b) For purposes of this Agreement, ownership of Common Stock by a Stockholder and any Affiliates of such Stockholder shall be aggregated for purposes of satisfying any ownership thresholds set forth herein.

ARTICLE II
JOINDER; BOOKS AND RECORDS

SECTION 2.01. Joinder.

(a) The name, address, class and number of shares of Common Stock held of record of each Stockholder, and the respective Percentage Interest of each Stockholder, in each case as of the date hereof, are set forth on Schedule A. Notwithstanding anything to the contrary in this Agreement, when any Common Stock is issued, repurchased, redeemed or Transferred in accordance with this Agreement to or from any shareholder that is or will become a Party to this Agreement, the Company shall, as applicable, promptly thereafter amend Schedule A to reflect such issuance, repurchase, redemption or Transfer,

the joining of the recipient of such Common Stock as a substitute Party and the resulting Percentage Interest of each Stockholder and such newly joined Party in its capacity as a Stockholder and no consent of any Party shall be required in connection with any such amendment.

(b) No Transferee of any Common Stock initially held by any Stockholder shall be deemed to be a Party or acquire any rights hereunder, unless (i) such Common Stock is Transferred in compliance with the provisions of this Agreement (including Article V) and (ii) such Transferee shall have executed and delivered to the Company an Addendum Agreement and any other instruments as the Company reasonably deems necessary or desirable to effectuate such Transfer and to confirm the agreement of such Transferee to be bound by this Agreement; provided, however, that in accordance with Section 4.01(b), in no event shall a Board Designation Right (as defined below) be Transferable. Upon complying with the immediately preceding sentence, without the need for any further action of any Person, such Transferee or recipient shall be deemed a Party and a Stockholder. Such Transferee shall (A) enjoy the same rights, and be subject to the same obligations, as the Transferor in its capacity as a Stockholder and (B) not enjoy any of the rights, or be subject to any of the obligations, of the Transferor in its capacity as a Majority Stockholder, except for those rights set forth in (x) the last sentence of Section 2.02(b), (y) Section 2.03 and (z) Section 2.04; provided, that such Transferor shall not be relieved of any obligation or liability hereunder arising prior to the consummation of such Transfer but shall be relieved of all future obligations with respect to the Common Stock so Transferred. As promptly as practicable after the joinder of such Transferee as a Party, the books and records of the Company shall be amended to reflect such joinder. Notwithstanding anything to the contrary herein, including Section 6.14, in the event of any joinder of a Transferee pursuant to this Section 2.01(b), this Agreement shall be deemed amended to reflect such joinder, and any formal amendment of this Agreement (including Schedule A attached hereto) in connection therewith shall only require execution by the Company and such newly joined Party to be effective. The provisions of this Section 2.01 shall apply to any Affiliate of a Stockholder that is issued Stock in accordance with the terms hereof *mutatis mutandis*.

(c) If a Stockholder shall Transfer all (but not less than all) its Common Stock, such Stockholder shall thereupon cease to be a Stockholder and a Party and shall not otherwise have any ongoing rights, or otherwise be entitled to any benefits, under this Agreement; provided, however, that notwithstanding the foregoing, such Stockholder shall continue to be bound by the provisions of Section 6.15.

SECTION 2.02. Accounting Information

(a) Accounting Method. For financial reporting purposes, the books and records of the Company shall be kept on the accrual method of accounting and in accordance with GAAP, in each case, applied in a consistent manner and such books and records shall reflect all Company transactions.

(b) Financial Reports. The books and records of the Company shall be audited as of the end of each Fiscal Year by a "Big Four" accounting firm (an "Accounting Firm") selected by the Board or the audit committee thereof. The Company

shall provide, or otherwise make available, to each Stockholder: (i) on an annual basis, within one hundred twenty (120) days after the end of each Fiscal Year, an audited consolidated balance sheet, statement of operations and statement of cash flow of the Company and its Subsidiaries (including any customary discussion and analysis of such financial statements by the Company's senior management) audited by the Accounting Firm; (ii) on a quarterly basis, within forty-five (45) days after the end of each fiscal quarter, an unaudited quarterly and year-to-date consolidated balance sheet and related statement of operation and statement of cash flow of the Company and its Subsidiaries (including any customary discussion and analysis of such financial statements by the Company's senior management); and (iii) any additional information as may be determined from time to time by the Board. Such annual and quarterly financial information referred to in clauses (i) and (ii) above will be prepared in all material respects in accordance with GAAP, subject to year-end audit adjustments and the absence of notes in the case of such quarterly financial information. The Company shall provide, or otherwise make available, to each Majority Stockholder any additional information as may be reasonably requested by a Majority Stockholder.

SECTION 2.03. Conference Calls.

(a) At least thirty (30) and not more than forty-five (45) days after the end of each quarter of each Fiscal Year, or at such other times as the Board may from time to time determine, the Board shall host a conference call (the "Quarterly Conference Call") among the Majority Stockholders and such members of the Company's senior management as any Majority Stockholder may request to discuss the financial condition of the Company.

(b) At least thirty (30) and not more than ninety (90) days after the end of (i) the second quarter of each Fiscal Year and (ii) each Fiscal Year, a conference call (the "Semi-Annual Conference Call") will be held among the Stockholders and members of the Company's senior management, including the Company's chief executive officer or chief financial officer, to discuss the business and financial condition of the Company.

SECTION 2.04. Books and Records. The Company shall keep full and accurate books of account and other records of the Company and its Subsidiaries at its principal place of business. During regular business hours, upon reasonable notice and in a manner that does not unreasonably interfere with the business of the Company and its Subsidiaries, each Majority Stockholder (a) shall have access to inspect such books and records and the properties of the Company and its Subsidiaries for purposes reasonably related to its ownership of Common Stock, and (b) upon reasonable request, shall be afforded the opportunity to discuss the affairs of the Company and its Subsidiaries with members of management of the Company. Any request for access to the books, records, properties and members of management of the Company and its Subsidiaries (as applicable) pursuant to the DGCL shall be granted during regular business hours, upon reasonable notice and in a manner that does not unreasonably interfere with the business of the Company and its Subsidiaries and subject to such other reasonable restrictions permitted by the DGCL.

SECTION 2.05. Limitations. The provisions set forth in this Article II relating to the provisions of financial statements, the Quarterly Conference Call and access and information rights are subject to the requirements of applicable laws, rules and regulations.

ARTICLE III
COMMON SHARES; PREEMPTIVE RIGHTS; INITIAL PUBLIC OFFERING

SECTION 3.01. Common Stock. The number of shares of Common Stock issued to Stockholders shall be listed on Schedule A, which may be amended from time to time by the Company as required to reflect changes in the number of shares of Common Stock held by the Stockholders and to reflect the addition of Stockholders, or cessation of status as such, or any adjustments for any Common Stock split, Common Stock dividend, recapitalization, recombination, reclassification, or other similar transaction with respect to Common Stock occurring after the date hereof, and as of the date hereof, the Company has issued to each Stockholder the number of shares of Common Stock set forth opposite such Stockholder's name on Schedule A under the heading "Number of Shares of Common Stock Held of Record."

SECTION 3.02. Certificates. Issued and outstanding Common Stock held by the Stockholders shall be uncertificated; provided, that the Board may expressly elect to evidence Common Stock by certificates and if the Board so elects, in addition to any other legend which the Company may deem advisable under the Securities Act, all certificates representing Common Stock issued to Stockholders shall be endorsed as follows:

> **"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO A STOCKHOLDERS AGREEMENT DATED AS OF [●], 2015, BY AND AMONG THE ISSUER OF SUCH SECURITIES AND THE OTHER PARTIES NAMED THEREIN. THE TERMS OF SUCH STOCKHOLDERS AGREEMENT INCLUDE, AMONG OTHER THINGS, RESTRICTIONS ON TRANSFER. A COPY OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE ISSUER."**

SECTION 3.03. Preemptive Rights.

(a) Subject to Section 3.03(c), until the earlier of the occurrence of an IPO or a Change of Control, if the Company proposes to issue any additional Stock or other Equity Securities or Debt Securities, or any rights to subscribe for, or option to purchase, or otherwise acquire, any of the foregoing (collectively, "Additional Securities"), to any Person(s) (the "Proposed Offeree(s)") or enter into any contract relating to the issuance of such Additional Securities through a private issuance or private placement, then each Stockholder shall have the right to purchase ("Preemptive Right"), on the same terms and at the same purchase price per share of stock or other unit of such Additional Securities offered to the Proposed Offeree(s), that number of Additional Securities so that such Stockholder would, in the aggregate, after the issuance of all such Additional Securities, hold a number of such Additional Securities equal to, as a percentage of the total number of such Additional Securities issued, such Stockholder's Pro Rata Portion as of immediately prior to such issuance of Additional Securities.

(b) In connection with any Preemptive Right, the Company shall, by written notice (the "Preemptive Notice"), provide an offer to sell to each Stockholder that number of Additional Securities in accordance with Section 3.03(a), which Preemptive Notice shall include the applicable purchase price per share of stock or other unit, aggregate number of Additional Securities offered, number of Additional Securities offered to such Stockholder based on the respective Pro Rata Portions of the Stockholders immediately prior to such issuance, name of Proposed Offeree(s) (if then known), proposed closing date, place and time for the issuance thereof (which shall be no less than thirty (30) days from the date of such notice), and any other material terms and conditions of the offer and the Additional Securities. Within fifteen (15) days from the date of receipt of the Preemptive Notice, any Stockholder wishing to exercise its Preemptive Right concerning such Additional Securities shall deliver notice to the Company setting forth the number of Additional Securities which such Stockholder commits to purchase (which may be for all or any portion of such Additional Securities offered to such Stockholder in the Preemptive Notice). Each Stockholder shall have the additional right (the "Additional Purchase Right") to offer in its notice of exercise to purchase any or all of the Additional Securities not accepted for purchase by any other Stockholder, in which event such Additional Securities not accepted by any other Stockholder shall be deemed to have been offered to and accepted by the Stockholders exercising such Additional Purchase Right in proportion to their respective Pro Rata Portions immediately prior to such issuance on the same terms and at the same price per share of stock or other unit as those specified in the Preemptive Notice, but in no event shall any Stockholder exercising its Additional Purchase Right be allocated a number of Additional Securities in excess of the maximum number such Stockholder has offered to purchase in its notice of exercise. Each Stockholder so exercising its right under this Section 3.03 shall be entitled and obligated to purchase that number of Additional Securities specified in such Stockholder's notice on the terms and conditions set forth in the Preemptive Notice. Any Additional Securities not accepted for purchase by the Stockholders pursuant to this Section 3.03 shall be offered to the Proposed Offeree on the same terms and price per share of stock or other unit as set forth in the Preemptive Notice; provided, however, if such Proposed Offeree does not consummate the purchase of such Additional Securities within ninety (90) days following delivery of the Preemptive Notice, any subsequent proposed

issuance of Additional Securities shall once again be subject to the terms of this Section 3.03.

(c) The provisions of this Section 3.03 shall not apply to issuances of Additional Securities by the Company as follows:

(i) any issuance of Additional Securities upon the exchange, exercise or conversion of any units, options, warrants, debentures or other convertible securities in accordance with their terms that are outstanding on the date hereof or issued after the date hereof in a transaction that complies with the provisions of this Section 3.03;

(ii) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, to Directors, officers, employees, managers or consultants of the Company or its Subsidiaries in connection with such Person's employment or consulting arrangements with the Company or its Subsidiaries;

(iii) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, in each case, to the extent approved by a Disinterested Director Approval and as required under Section 4.03(a), in connection with (A) any direct or indirect merger, consolidation, business combination or other acquisition transaction involving the Company or its Subsidiaries (whether through merger, recapitalization, acquisition of stock or assets or otherwise) or (B) any joint venture or strategic partnership entered into primarily for purposes other than raising capital (as determined by the Board in its sole discretion);

(iv) any issuance of Additional Securities in connection with any Stock split, Stock dividend or similar distribution or recapitalization; or

(v) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, pursuant to a registered public offering.

SECTION 3.04. Initial Public Offering. In connection with any IPO, each of the Stockholders agrees to cooperate with the other Stockholders and the Company and to take all such action as may be reasonably required in connection therewith to effectuate, or cause to be effectuated, such IPO, including, if desirable, winding up and liquidating the Company or merging or converting the Company with or into another corporate entity formed under the laws of another state, and to ensure that each of the Stockholders receives Stock (or other Equity Securities) and other rights in connection with such IPO substantially equivalent to its economic interest, governance, priority and other rights and privileges as such Stockholder has with respect to its shares of Common Stock immediately prior to such IPO and are consistent with the rights and preferences attending thereto as set forth in this Agreement immediately prior to such IPO and to ensure that such rights and privileges are afforded to such Stockholders in the organizational and other documents of the entity that undertakes the IPO or otherwise, including entering into a shareholders or similar agreement containing the rights provided for herein, except, for the avoidance of doubt, any rights provided herein that explicitly terminate pursuant to this Agreement upon an IPO. In

furtherance of the foregoing, each of the parties to this Agreement acknowledges and agrees that, in connection with any IPO, each Stockholder and the Company shall cooperate in good faith to enter into a registration rights agreement on customary terms (including piggyback rights to any holders who (i) beneficially own restricted securities of the issuer that cannot be sold without limitation under Rule 144 under the Securities Act or (ii) are Affiliates of the issuer, and customary demand rights to holders who are Affiliates of the issuer with in excess of 5% of the outstanding shares of Common Stock) and, to the extent reasonably requested by underwriters acceptable to the Board, enter into lock-up agreements with such underwriters on customary terms.

ARTICLE IV
CORPORATE GOVERNANCE

SECTION 4.01. Board Composition.

(a) The Board shall be comprised of five (5) directors (each such director of the Board, a "Director"), as follows: (i) subject to Section 4.01(c), one (1) Director shall be designated by each of (A) Litespeed and (B) Third Avenue; and (ii) the remainder of the Directors, each of whom shall be an Independent Director, shall be elected by a Majority Vote at a Stockholder meeting duly called for such purpose.

(b) Notwithstanding anything to the contrary herein, the right to designate Directors or Board Observers to the Board pursuant to this Section 4.01 (the "Board Designation Rights"), is personal to each Stockholder to whom such rights have been granted, and such rights shall not be transferred in connection with the Transfer of any Common Stock held by such Stockholder or otherwise.

(c) Notwithstanding anything to the contrary herein:

(i) if Litespeed ceases to hold at least twelve and one-half percent (12.5%) of the issued and outstanding Common Stock, Litespeed shall lose its Board Designation Right and shall no longer be entitled to designate a Director to the Board (for the avoidance of doubt, Litespeed shall continue to hold all other rights granted to Stockholders and Majority Stockholders pursuant to this Agreement); and

(ii) if Third Avenue ceases to hold at least twelve and one-half percent (12.5%) of the issued and outstanding Common Stock, Third Avenue shall lose its Board Designation Right and shall no longer be entitled to designate a Director to the Board (for the avoidance of doubt, Third Avenue shall continue to hold all other rights granted to Stockholders and Majority Stockholders pursuant to this Agreement).

(d) The Chairman of the Board (the "Chairman") and any successor Chairman shall be elected or removed from the position of Chairman by a Majority Vote at a Stockholder meeting duly called for any such purpose. For the avoidance of doubt, the Chairman may resign at any time from the position as Chairman and, after any such resignation (or removal as Chairman by Majority Vote), may remain as a Director, subject to Section 4.02.

(e) The names of each Director and the Stockholder, if any, who designated such Director shall be set forth on Schedule B and the Company may amend Schedule B from time to time without the consent of the Board or any Stockholder to reflect any resignation, retirement, removal, replacement or designation of any Director that has been effected pursuant to this Agreement.

SECTION 4.02. Removal and Replacement of Directors.

(a) Each Director will serve on the Board for such term as set forth in the Company Governing Documents. A Director that is designated by a Majority Stockholder may be removed from the Board and replaced with a designee of such Majority Shareholder at any time and for any reason (or no reason) only at the direction and upon the approval of such Majority Stockholder; provided, that, in accordance with Section 4.01(d), a Majority Vote is required before any Director serving as Chairman is removed from the Board. Any Director designated by a Stockholder who is no longer entitled to designate such Director pursuant to Section 4.01(c) may be removed upon the approval of a majority of the other Directors; provided, that such Director is not serving as Chairman. Notwithstanding anything to the contrary in this Section 4.02, in the event that a Stockholder loses its right to designate a Director pursuant to Section 4.01(c), the vacancy shall be filled by an Independent Director designated by a majority of the other Directors until such time as such vacancy is filled by a Majority Vote in accordance with Section 4.01(a)(ii).

(b) Any vacancy on the Board (whether caused by the death, incapacity, resignation or removal of a Director) shall be filled by a Director designated by the Majority Stockholder who designated such vacating Director or, in the event that such vacating Director was not designated by a Majority Stockholder, by a Majority Vote at a meeting duly called for such purpose; provided, that if a vacancy is created as the result of any increase in the number of Directors on the Board, the Majority Stockholders shall be entitled to designate to the Board such additional number of Directors such that the total number of Directors designated by each of the Majority Stockholders as a percentage of the total number of Directors on the Board, shall remain unchanged after giving effect to such increase in the number of Directors on the Board. The Stockholders hereby covenant and agree to use good faith efforts to fill any vacancy on the Board as promptly as reasonably practicable.

SECTION 4.03. Negative Control Rights.

(a) The following actions shall require the approval of a majority of the shares of Common Stock held collectively by the Majority Stockholders (such approval, a "Special Stockholder Approval"):

(i) any increase or decrease in the size of the Board;

(ii) any fundamental changes to the nature of the business of the Company and its Subsidiaries, taken as a whole as of the date hereof, which involves entry by the Company or any of its Subsidiaries into material new and unrelated lines of

business or departure by the Company or any of its Subsidiaries from any material lines of its business as of the date hereof;

(iii) any entry by the Company or any of its material Subsidiaries into voluntary liquidation, dissolution or commencement of bankruptcy or insolvency proceedings, the adoption of a plan with respect to any of the foregoing or the decision not to oppose any similar proceeding commenced by a third party;

(iv) any material acquisition of assets or equity interests of any Person or any material disposition of assets or equity interests of the Company or its Subsidiaries, in a single transaction or a series of transactions consummated during any twelve-month period, that would involve aggregate consideration payable or receivable by the Company or its Subsidiaries in excess of $20,000,000;

(v) any redemption, repurchase or other acquisition by the Company of its Equity Securities (other than repurchases of such Equity Securities held by any Company director, officer, employee or consultant in accordance with contractual rights of the Company);

(vi) the incurrence in a single transaction or series of transactions of an aggregate amount of Indebtedness of the Company and its Subsidiaries taken as a whole (other than (A) Indebtedness of the Company and its Subsidiaries as of the date hereof or any refinancing thereof up to the same maximum principal amount of such Indebtedness outstanding as of the date hereof or (B) capital leases contemplated by the Company's annual budget) in excess of $20,000,000;

(vii) any payment or declaration of any dividend or other distribution on any Common Stock or other Equity Securities of the Company or entering into a recapitalization transaction the primary purpose of which is to pay a dividend, other than intra-company dividends among the Company and its Subsidiaries;

(viii) any authorization, creation (by way of reclassification, merger, consolidation or otherwise) or issuance of any Equity Securities of any kind of the Company or its Subsidiaries (other than (A) pursuant to any equity compensation plan of the Company approved by the Board or a Committee thereof; provided, that any adoption, amendment or termination of an equity compensation plan of the Company shall require Special Stockholder Approval or (B) the issuance of Equity Securities of a Subsidiary of the Company to the Company or a wholly-owned Subsidiary of the Company), including any designation of the rights (including special voting rights) of one or more classes of preferred stock of the Company or any stock split, reclassification or reorganization of the Company's capital structure;

(ix) any acquisition (including joint ventures), merger or disposition of operating businesses or a material amount of assets by the Company or any of its Subsidiaries;

(x) any determination or authorization of director compensation;

(xi) any adoption, approval or amendment to any option, warrant or equity plan; and

(xii) any amendment, restatement, modification or waiver of the Company Governing Documents.

(b) The consummation of any transaction or series of related transactions involving the Company or any of its Subsidiaries, on the one hand, and any Stockholder or Director, or any Affiliate or Representative of any Stockholder or Director, on the other hand, other than (i) a transaction or series of related transactions that is (A) consummated in the ordinary course of business of the Company or such Subsidiary, (B) on arm's length terms and (C) *de minimis* in nature (it being understood that any transaction or series of related transactions that involves goods, services, property or other consideration valued in excess of $[10,000] shall not be deemed to be *de minimis*), and (ii) an acquisition of Additional Securities by a Majority Stockholder pursuant to an exercise of its Preemptive Rights pursuant to Section 3.03; provided, that all of the other Majority Stockholders are entitled to Preemptive Rights with respect to such acquisition (each such transaction, a "Related Party Transaction"), shall in each case require the approval of a majority of the Directors, other than those Directors that are (or whose Affiliates or Representative are) party to such Related Party Transaction or have been designated by the Stockholders that are party to, or whose Affiliates or Representative are party to, such Related Party Transaction (such approval, a "Disinterested Director Approval").

SECTION 4.04. Board Observers.

(a) Each Majority Stockholder shall be entitled to designate one (1) Board observer (a "Board Observer"); provided, that if such Majority Stockholder ceases to hold at least seven percent (7%) of the issued and outstanding Common Stock, it shall no longer be entitled to designate a Board Observer. The Chief Executive Officer of the Company (the "CEO") shall serve as a Board Observer.

(b) Each Board Observer shall have the right to attend (in person or telephonically, at each such Board Observer's discretion) each meeting of the Board as an observer (and not as a Director) and shall not have the right to vote at any such meeting or act on behalf of the Board; provided, that such Board Observer may be excluded from all or any portion of any such meeting to the extent that the Board determines in good faith and upon the advice of counsel to the Company that such exclusion is required to preserve the attorney-client privilege between the Company and its counsel, or to the extent the respective interests of the Company and its Subsidiaries, and those of the Stockholder that such Board Observer represents (or its Affiliates), as to the matter(s) to be discussed or actions to be taken during such portion of such meeting, conflict or could be perceived to conflict (in the good faith judgment of the Board); provided, further, that any exclusion of a Board Observer from all or any portion of any meeting for any reason other than as set forth in the immediately preceding proviso shall require the prior written consent of the Stockholder that is entitled to designate such Board Observer pursuant to this Article IV (such consent not to be unreasonably withheld, conditioned or delayed). The Company will send, or cause to be sent, to each Board Observer the notice of the time and place of any such meeting in the

same manner and at the same time as notice is sent to the Directors. The Company shall also provide, or cause to be provided, to each Board Observer copies of all notices, reports, minutes and other documents and materials at the same time and in the same manner as they are provided to the Directors; provided, that the failure to deliver or make available one or more of the items described in this sentence or the preceding sentence shall not affect the validity of any action taken by the Board.

SECTION 4.05. Committees. The Board may, by resolution, designate from among the Directors one or more committees (including an audit committee and a compensation committee) (each, a "Committee"), and delegate to such Committee such power, authority and responsibility as the Board determines is appropriate subject to the limitations set forth in the DGCL or in the establishment of the Committee; provided, however, that in no event shall the Board designate an executive committee or similar committee to exercise all or substantially all of the power of the Board when not in session.

SECTION 4.06. Corporate Opportunity. The Company waives (on behalf of itself and its Subsidiaries), to the maximum extent permitted by law, the application of the doctrine of corporate opportunity, or any other analogous doctrine, with respect to the Company and its Subsidiaries, to the Stockholders and any transferees thereof pursuant to Section 5.01 or any Directors of the Company (other than any such Person who is an employee or officer of the Company or its Subsidiaries). The Company and each Stockholder acknowledges and agrees that no Stockholder nor any of its Affiliates nor any Director (other than any such Person who is an employee or officer of the Company or its Subsidiaries) shall have any obligation to refrain from (i) engaging in the same or similar activities or lines of business as the Company or any of its Subsidiaries or developing or marketing any products or services that compete, directly or indirectly, with those of the Company or any of its Subsidiaries, (ii) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or any of its Subsidiaries or (iii) doing business with any client or customer of the Company or any of its Subsidiaries (each of the activities referred to in clauses (i), (ii) and (iii), a "Specified Activity"); provided, that in engaging in any such Specified Activity no confidential information of the Company is used or disclosed in violation of any applicable confidentiality obligations. The Company (on behalf of itself and its Subsidiaries) and each other Stockholder renounces any interest or expectancy in, or in being offered an opportunity to participate in, any Specified Activity that may be presented to or become known to any Stockholder or any of its Affiliates or any Director (other than any such Person who is an employee or officer of the Company or its Subsidiaries).

SECTION 4.07. Additional Governance Matters.

(a) The Stockholders shall vote all of their Common Stock and execute proxies or written consents, as the case may be, and shall take all other necessary action (including nominating and electing Director designees, and calling an annual or special meeting of shareholders and causing their respective Director designees (if any) to vote for or approve or abstain from voting for or approving in respect of matters brought

before the Board) in order to ensure that the composition of the Board is as set forth in this Article IV and otherwise to give effect to the provisions of this Article IV.

(b) The Stockholders shall vote all of their Common Stock and execute proxies or written consents, as the case may be, and shall take all necessary action reasonably available within their power, to ensure that the Certificate of Incorporation and the Bylaws both (i) facilitate, and do not at any time conflict with, any provision of this Agreement and (ii) permit the Parties to receive the benefits to which they are entitled under this Agreement. In the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Certificate of Incorporation and the Bylaws, the Company and the Stockholders shall take all necessary action reasonably available within their power to amend the Certificate of Incorporation and the Bylaws, as the case may be, to eliminate such ambiguity or conflict such that the terms of this Agreement shall prevail.

ARTICLE V
TRANSFERS OF COMMON SHARES

SECTION 5.01. Restrictions on Transfers.

(a) Subject to the terms and restrictions set forth in this Agreement (including in this Article V), any Stockholder may Transfer all or any part of its Common Stock or any right pertaining thereto, including the right to vote or consent on any matter or to receive distributions or advances from the Company pursuant thereto.

(b) It shall be a condition precedent to any Transfer otherwise permitted or approved pursuant to this Article V that:

(i) the Transferor shall have provided to the Company written notice of such Transfer on the proposed date of such Transfer;

(ii) the Transferee, in the case of a Transfer of Common Stock, shall have executed and delivered to the Company an Addendum Agreement;

(iii) the Transfer shall comply with all applicable federal, state or foreign laws, including securities laws;

(iv) the Transfer will not subject the Company to the registration or reporting requirements of the Investment Company Act of 1940;

(v) the Transfer shall not impose any reporting obligation (including pursuant to the Exchange Act) on the Company or any Stockholder (other than the Transferor or the Transferee) in any jurisdiction, whether domestic or foreign, other than any jurisdiction in which the Company or such Stockholder is then subject to such reporting obligation;

(vi) the Transfer shall not cause all or any portion of the assets of the Company to constitute "plan assets" under United States Employee Retirement Income Security Act of 1974, or the Code; and

(vii) upon the request of the Board, any Stockholder undertaking a Transfer of such Common Stock pursuant to this Article V shall have delivered an opinion of counsel (which, for the avoidance of doubt, may include such Stockholder's in-house legal counsel), in form and substance reasonably satisfactory to the Board that such Transfer complies with the conditions set forth in this Section 5.01(b)(i) through (vi). The Board may also request officer certificates and representations and warranties from the Transferee and Transferor as to the matters set forth in this Section 5.01(b) and such other factual matters relating to the Transfer as the Board may reasonably request. Under no circumstance will the Board request that the Transferor or Transferee deliver an opinion of counsel or any other certifications, representations or warranties in connection with a Transfer by a Stockholder to one or more of its Affiliates.

(c) Notwithstanding the condition set forth in Section 5.01(b)(i), a Qualified Market Maker (as defined below) that acquires any Common Stock in connection with any Transfer for simultaneous resale shall not be required to execute and deliver to the Company an Addendum Agreement to the extent that such Qualified Market Maker is acting solely in its capacity as a Qualified Market Maker of the Common Stock; provided, however, that any subsequent Transfer of any Common Stock by a Qualified Market Maker shall be void and without effect unless such Transfer complies with each of the conditions set forth in Section 5.01(b)(i) through (vi), including, for the avoidance of doubt, the requirement that the Transferee execute and deliver an Addendum Agreement as set forth in Section 5.01(b)(i). For purposes of this Section 5.01(c), a "Qualified Market Maker" shall mean any Person that (i) holds itself out to the public or to the applicable private markets as standing ready in the ordinary course of business to purchase Common Stock from customers and to sell Common Stock to customers in its capacity as a dealer or market maker in shares of Common Stock and (ii) in fact makes a two-way market in such shares of Common Stock.

SECTION 5.02. Tag-Along Rights.

(a) In the event that one or more Stockholders (the "Selling Stockholders") shall propose to Transfer in one or a series of related transactions an aggregate number of shares of Common Stock collectively held by them (whether directly or indirectly through the Transfer of one or more Affiliates of a Stockholder whose principal assets are shares of Common Stock) equal to sixty percent (60%) or more of the issued and outstanding shares of Common Stock to any Person or Persons (the "Tag-Along Purchaser"), including (for the avoidance of doubt) another Stockholder or Stockholders, in a Transfer permitted or approved in accordance with this Agreement (other than (i) pursuant to a Drag-Along Sale or (ii) pursuant to a public offering in accordance with the Selling Stockholders' exercise of registration rights granted pursuant to a registration rights agreement) (such Transfer, a "Tag-Along Sale"), each other Stockholder shall have the right and option ("Tag-Along Rights"), but not the obligation, to participate in such Tag-Along Sale, at the same price per Common Stock as the Selling Stockholders (which shall take into account all consideration proposed to be paid by the Tag-Along Purchaser to the Selling Stockholders in connection with such Tag-Along Sale) and on the same terms as the Tag-Along Sale proposed by the Selling Stockholders by Transferring up to its Maximum Tag-Along Portion.

(b) The Selling Stockholders shall notify each Stockholder of any proposed Tag-Along Sale at least fifteen (15) days prior to the proposed effective date of such proposed Tag-Along Sale (a "Tag-Along Notice"). Any Tag-Along Notice shall set forth that the Tag-Along Purchaser has been informed of the Tag-Along Rights in Section 5.02(a) and has agreed to purchase Common Stock held by the Stockholders, the number of shares of Common Stock proposed to be Transferred to the Tag-Along Purchaser, the identity of the Tag-Along Purchaser, the amount and type of consideration proposed to be paid per Common Stock held by each Selling Stockholder, the terms of the Tag-Along Purchaser's financing, if any, the proposed effective date for the Tag-Along Sale, a representative of the Selling Stockholders (for the purposes of receiving notices to be delivered to the Selling Stockholders pursuant to this Agreement) (the "Selling Stockholders Representative") and any other terms and conditions of the Transfer (the "Tag-Along Terms").

(c) Each other Stockholder (each, a "Tag-Along Stockholder") may exercise its Tag-Along Rights in connection with a Tag-Along Sale described in a Tag-Along Notice by delivering notice to the Selling Stockholders Representative within ten (10) days from the date of receipt of the Tag-Along Notice. The Tag-Along Rights of the Tag-Along Stockholders pursuant to this Section 5.02 shall terminate with respect to such proposed Transfer if not exercised within such ten (10)-day period. Such notice from a Selling Stockholders Representative shall specify the number of shares of Common Stock which such Tag-Along Stockholder wishes to include in the proposed Transfer if less than the Maximum Tag-Along Portion. In no event shall any Tag-Along Stockholder be permitted to sell more than its Maximum Tag-Along Portion in connection with a Tag-Along Sale. The exercise by a Tag-Along Stockholder of Tag-Along Rights as set forth in such notice (the "Tag-Along Exercise") shall be irrevocable, and, to the extent such offer is accepted, the Tag-Along Stockholder shall be bound and obligated to Transfer on the same terms and conditions, with respect to each share of Common Stock Transferred, as the Selling Stockholders, up to such amount of Common Stock specified in such Tag-Along Exercise; provided, however, that if the principal terms of the Tag-Along Sale change with the result that the per Common Stock price shall be less than the per Common Stock price set forth in the Tag-Along Notice or the other terms and conditions shall be less favorable to the Tag-Along Stockholders than those set forth in the Tag-Along Notice, such Tag-Along Stockholder shall have five (5) Business Days to consider such changes and shall be permitted to withdraw its Tag-Along Exercise by written notice to the Selling Stockholders Representative and upon such withdrawal shall be released from its obligations thereunder.

(d) The Selling Stockholders shall attempt to obtain the inclusion in the Tag-Along Sale of (i) all of the Common Stock that each Tag-Along Stockholder has elected to Transfer in its Tag-Along Exercise, and (ii) all of the Common Stock that the Selling Stockholders proposed to Transfer in its Tag-Along Notice (such Common Stock collectively, the "Tag-Along Stock"). In the event the Selling Stockholders shall be unable to obtain the inclusion of such entire amount of Tag-Along Stock in the Tag-Along Sale, the amount of Tag-Along Stock shall be allocated among the Tag-Along Stockholders which have delivered a Tag-Along Exercise in accordance with Section 5.02(c) and the Selling Stockholders in proportion, as nearly as practicable, as follows:

(i) there shall be first allocated to each such Tag-Along Stockholder a number of shares of Common Stock equal to the lesser of (A) the number of shares of Common Stock included by such Tag-Along Stockholder in its Tag-Along Exercise, and (B) a number of shares of Common Stock equal to (x) the number of shares of Common Stock that the Tag-Along Purchaser has agreed to acquire in such Tag-Along Sale, multiplied by (y) such Tag-Along Stockholder's Percentage Interest;

(ii) there shall then be allocated to each such Selling Stockholder a number of shares of Common Stock equal to the lesser of (A) the number of shares of Common Stock included by such Selling Stockholder in the Tag-Along Notice, and (B) a number of shares of Common Stock equal to (x) the number of shares of Common Stock that the Tag-Along Purchaser has agreed to acquire in such Tag-Along Sale, multiplied by (y) such Selling Stockholder's Percentage Interest; and

(iii) the balance, if any, not allocated pursuant to clauses (i) and (ii) above shall be allocated to the Selling Stockholders *pro rata* in accordance with the number of shares of Common Stock to be sold by each Selling Stockholder in the Tag-Along Sale, or in such other manner as the Selling Stockholders may otherwise agree.

(e) Following the expiration of the ten (10)-day period referred to in Section 5.02(c), the Selling Stockholders shall notify each Tag-Along Stockholder, which shall have exercised its Tag-Along Rights in accordance with this Section 5.02, of the amount of Tag-Along Stock that such Tag-Along Stockholder may include in the Tag-Along Sale pursuant to this Section 5.02. Each such Tag-Along Stockholder shall then be entitled and obligated to sell to the Tag-Along Purchaser such amount of Tag-Along Stock on the Tag-Along Terms, subject to the proviso in Section 5.02(c). Each participating Tag-Along Stockholder shall, and shall cause each of its Affiliates to, cooperate in connection with such Tag-Along Sale and take all steps reasonably necessary or reasonably requested by the Company, the Selling Stockholders and the Tag-Along Purchaser to Transfer its Tag-Along Stock in such Tag-Along Sale to the Tag-Along Purchaser and otherwise consummate such Tag-Along Sale on the Tag-Along Terms (including by executing any purchase agreements, escrow agreements or related documents, including instruments of Transfer and providing customary several, but not joint, representations, warranties and indemnities concerning such participating Tag-Along Stockholder's valid ownership of its Tag-Along Stock, free and clear of all Liens and encumbrances (other than those arising under this Agreement, applicable securities laws or in connection with such Tag-Along Sale) and such Tag-Along Stockholder's authority, power and right to enter into and consummate agreements relating to such transactions without violating any applicable law or other agreement; provided, however, that such agreements, documents or instruments shall not contain any non-competition or similar restrictive covenants). Without limiting the generality of the immediately preceding sentence, each participating Tag-Along Stockholder and each Selling Stockholder shall, subject to the provisions of any definitive agreement (including any limitations on indemnification set forth therein) entered into in connection with such Tag-Along Sale, indemnify, defend and hold harmless the Tag-Along Purchaser in any Tag-Along Sale, *pro rata* in accordance with the amount of consideration received by such Tag-Along Stockholder or the Selling Stockholder, as applicable, in connection with such Tag-Along Sale as a proportion of the aggregate amount of consideration received by all such

Tag-Along Stockholder and such Selling Stockholder in connection with such Tag-Along Sale, from and against any losses, damages and liabilities arising from or in connection with (i) any breach of any representation, warranty, covenant or agreement of the Company in connection with such Tag-Along Sale, and (ii) any other indemnification obligation in connection with such Tag-Along Sale relating to the business or potential liabilities of the Company and its Subsidiaries; provided, that the terms of such indemnification obligation applicable to each Tag-Along Stockholder shall be consistent with terms applicable to the Selling Stockholders. Notwithstanding anything to the contrary herein, the aggregate liability of any Tag-Along Stockholder under any definitive agreement entered into in connection with such Tag-Along Sale shall not exceed the consideration actually received by such Tag-Along Stockholder in connection with such Tag-Along Sale. All reasonable fees and expenses incurred by the Selling Stockholders and each Tag-Along Stockholder (including in respect of financial advisors, accountants and counsel) in connection with a Tag-Along Sale pursuant to this Section 5.02 shall be shared by the Selling Stockholders and each Tag-Along Stockholder participating in such Tag-Along Sale *pro rata* in accordance with the amount of proceeds to be received by each such Selling Stockholder and Tag-Along Stockholder in such Tag-Along Sale.

(f) In the event that, following delivery of a Tag-Along Notice, the ten (10)-day period set forth in Section 5.02(c) shall have expired without any valid exercise of the rights under Section 5.02(c) by any Tag-Along Stockholder, the Selling Stockholders shall have the right, during the ninety (90)-day period following the expiration of such ten (10)-day period, to Transfer to the Tag-Along Purchaser, their Common Stock on the Tag-Along Terms without any further obligation under this Section 5.02. In the event that the Selling Stockholders shall not have consummated such Transfer within such ninety (90)-day period, any subsequent proposed Tag-Along Sale shall once again be subject to the terms of this Section 5.02.

(g) The provisions of this Section 5.02 shall terminate upon the earlier of the occurrence of an IPO and a Change of Control.

SECTION 5.03. Drag-Along Rights.

(a) In the event that one or more Majority Stockholders (the "Dragging Stockholders") collectively holding more than fifty percent (50%) of the issued and outstanding shares of Common Stock receive an offer from a third party (a "Drag-Along Purchaser") to purchase or otherwise acquire in a transaction (or series of related transactions) all or substantially all (but not less than all or substantially all) of the issued and outstanding shares of Common Stock (whether directly or indirectly, including for the avoidance of doubt, through a Transfer of the direct or indirect Equity Securities of any or all of the Stockholders) (such transaction, a "Drag-Along Sale"), then the Dragging Stockholders shall provide written notice to each Stockholder at least thirty (30) days prior to the proposed effective date of the proposed Drag-Along Sale (the "Drag-Along Notice") which notice shall set forth that the Drag-Along Purchaser has been informed of the provisions of this Section 5.03 and has agreed to consummate a Drag-Along Sale, the number of shares of Common Stock (the "Drag-Along Stock") proposed to be acquired in such proposed Drag-Along Sale by the Drag-Along Purchaser (where applicable), the

identity of the Drag-Along Purchaser, the amount and type of consideration proposed to be paid per Drag-Along Stock, the proposed closing date of such proposed Drag-Along Sale and any other material terms and conditions of such proposed Drag-Along Sale (the "Drag-Along Terms").

(b) If the Dragging Stockholders propose to consummate a Drag-Along Sale, each Stockholder shall (i) be bound and obligated to sell a proportionate amount (but excluding any Common Stock distributed by such Stockholders under any management incentive plan or pursuant to any warrants**)** of its Common Stock in the proposed Drag-Along Sale on the Drag-Along Terms; and (ii) shall receive the same form and amount of consideration per Common Stock to be received by each other Stockholder in such proposed Drag-Along Sale for its Common Stock. If any Stockholder is given an option as to the form and amount of consideration to be received, each other Stockholder will be given the same option. Unless otherwise agreed by the Stockholders, any non-cash consideration shall be allocated among the Common Stock held by the Stockholders *pro rata* based on the aggregate amount of such consideration to be received in respect of such Common Stock. If the Dragging Stockholders have not completed the proposed Drag-Along Sale within one hundred eighty (180) days after the date of delivery of the Drag-Along Notice, the Drag-Along Notice shall be null and void, each Stockholder shall be released from its obligations under the Drag-Along Notice and it shall be necessary for a separate Drag-Along Notice to be furnished and the terms and provisions of this Section 5.03 separately complied with, in order to consummate such proposed Drag-Along Sale pursuant to this Section 5.03; provided, however, that if the Dragging Stockholders shall have executed a definitive agreement within such period, the terms of any such definitive agreement shall continue to apply to such Drag-Along Sale and the Stockholders shall not be released from their obligations under this Section 5.03 unless and until such definitive agreement is terminated.

(c) Each Stockholder shall cooperate in connection with the Drag-Along Sale and take all steps reasonably necessary or reasonably requested by the Company, the Drag-Along Purchaser and the other Stockholders to Transfer its Drag-Along Stock in such Drag-Along Sale to the Drag-Along Purchaser and otherwise consummate the Drag-Along Sale on the Drag-Along Terms (including by waiving any appraisal or dissenter's rights that may exist under any applicable law, voting for or consenting to any merger, consolidation, sale of assets or similar transaction, executing any purchase agreements, merger agreements, escrow agreements or related documents, including instruments of Transfer and providing customary several, but not joint, representations, warranties and indemnities concerning such Stockholder's valid ownership of its Stock, free and clear of all Liens and encumbrances (other than those arising under applicable securities laws or in connection with the Drag-Along Sale) and such Stockholder's authority, power, and right to enter into and consummate agreements relating to such transactions without violating any applicable law or other agreement; provided, however, that such agreements, documents or instruments shall not contain any non-competition or similar restrictive covenants). Without limiting the generality of the immediately preceding sentence, each Stockholder shall, subject to the provisions of any definitive agreement (including any limitations on indemnification set forth therein) entered into in connection with a Drag-Along Sale, indemnify, defend and hold harmless the Drag-Along Purchaser in any Drag-Along Sale, *pro rata* in accordance with the amount of consideration received by such Stockholder in

connection with such Drag-Along Sale as a proportion of the aggregate amount of consideration received by all such Stockholders in connection with such Drag-Along Sale, from and against any losses, damages and liabilities arising from or in connection with (i) any breach of any representation, warranty, covenant or agreement of the Company in connection with such Drag-Along Sale, and (ii) any other indemnification obligation in connection with such Drag-Along Sale relating to the business or potential liabilities of the Company and its Subsidiaries; provided, that if the Drag-Along Purchaser is a Stockholder, the terms of such indemnification obligation applicable to each other Stockholder shall be consistent with terms applicable to the Dragging Stockholders. Notwithstanding anything to the contrary herein, the aggregate liability of any Stockholder under any definitive agreement entered into in connection with such Drag-Along Sale shall not exceed the consideration actually received by such Stockholder in connection with such Drag-Along Sale.

(d) The provisions of this Section 5.03 shall terminate upon the consummation of a Change of Control; provided, however, for purposes of this Section 5.03(d), all references to "80%" in the definition of Change of Control shall be deemed to be references to "50%."

SECTION 5.04. Triggered Sale.

(a) One or more Majority Stockholders (the "Initiating Stockholders") collectively holding more than fifty percent (50%) of the issued and outstanding shares of Common Stock shall have the right to cause, at any time, a sale of any Subsidiary (by merger, reorganization, sale of stock or assets or otherwise) (a "Triggered Sale") to a third party (other than Affiliates of any Stockholder or portfolio companies controlled by any Stockholder or group of Stockholders). The Company shall take all actions necessary or reasonably requested to consummate any such Triggered Sale and shall use its best efforts to assure the success thereof, including (without limitation) (i) securing the services of an investment bank, selected by the Initiating Stockholders and reasonably acceptable to the Company, to assist in procuring a purchaser; (ii) preparing or assisting in the preparation of due diligence materials; (iii) making such due diligence materials available to prospective purchasers; (iv) making its Directors, officers and employees available to prospective purchasers for presentations and due diligence interviews, and (v) entering into customary agreements with respect to the Triggered Sale.

(b) The Company and the Stockholders hereby agree (and such obligation will be enforceable by the Company and the other Stockholders), whether in their capacity as a stockholder, officer or Director of the Company, or otherwise, subject to their compliance with any applicable fiduciary duties, to cooperate in any Triggered Sale (at the expense of the Company), including attending and participating in meetings as reasonably requested by the Initiating Stockholders, and not to intentionally take any action the effect of which is to prejudice such Triggered Sale or breach the provisions of this Section 5.04.

ARTICLE VI
MISCELLANEOUS

SECTION 6.01. Expenses. Except as otherwise provided herein or in the Company Governing Documents, each Stockholder shall bear its own expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its Representatives.

SECTION 6.02. Further Assurances. Each Stockholder agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the Board, may be necessary or advisable to carry out the intent and purposes of this Agreement. Without limiting the generality of the foregoing, each Stockholder shall vote its Common Stock and any Common Stock it holds proxies or powers of attorney with respect to or execute consents, as the case may be, and take all other necessary action, to ensure that the Company Governing Documents facilitate and do not at any time conflict with any provision of this Agreement and permit the Stockholders to receive the benefits to which the Stockholders are entitled under this Agreement. Subject to compliance with all Applicable Governance Rules, the Company agrees that it will (and will cause its officers and its Subsidiaries to take all such action as shall be necessary (including by voting all Stock or other Equity Securities that it holds in each of its Subsidiaries, either in a meeting or in an action by written consent) to ensure that the Company Governing Documents or other applicable governing documents of each of its Subsidiaries are consistent with, and do not conflict with, any provision of this Agreement and that the boards of directors, general partners, managing members or other applicable governing body or persons for each such Subsidiary shall act in accordance with the provisions of this Agreement.

SECTION 6.03. Notices.

(a) Except as otherwise expressly provided in this Agreement, all notices, requests and other communications to any Party hereunder shall be in writing (including a facsimile, electronic mail or similar writing) and shall be given to such Party at the address, facsimile number or electronic mail address specified for such Party on Schedule A hereto, as applicable (or in the case of the Company, Section 6.03(b)) or as such Party shall hereafter specify for the purpose by notice to the other Parties. Each such notice, request or other communication shall be effective (i) if personally delivered, on the date of such delivery, (ii) if given by facsimile, at the time such facsimile is transmitted and the appropriate confirmation is received, (iii) if given by electronic mail, at the time such electronic mail is received in readable form, (iv) if delivered by an internationally-recognized overnight courier, on the next Business Day after the date when sent, (v) if delivered by registered or certified mail, three (3) Business Days (or, if to an address outside the United States, seven (7) days) after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (vi) if given by any other means, when delivered at the address specified on Schedule A or in Section 6.03(b), as applicable.

(b) All notices, requests or other communications to the Company hereunder shall be delivered to the Company at the following address and/or facsimile number in accordance with the provisions of Section 6.03(a):

[New Altegrity Holdco 1]
[●]
Attention: [●]
Facsimile: [●]

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Jeffrey D. Marell
Facsimile: (212) 492-0105

SECTION 6.04. No Third Party Beneficiaries. Notwithstanding anything herein or in any other agreement to the contrary, this Agreement is not intended to confer any rights or remedies upon, and shall not be enforceable by any Person other than (a) the actual Parties hereto and (b) their respective successors and permitted assigns.

SECTION 6.05. Relationship of Parties. Nothing contained herein shall constitute the Stockholders as members of any partnership, joint venture, association, syndicate, or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of another party.

SECTION 6.06. Waiver; Cumulative Remedies. No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach of such or any other covenant, agreement, term or condition shall operate as a waiver of such or any other covenant, agreement, term or condition of this Agreement. Any Stockholder by notice given in accordance with Section 6.03 may, but shall not be under any obligation to, waive any of its rights or conditions to its obligations hereunder, or any duty, obligation or covenant of any other Stockholder. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any Party shall not preclude or waive its right to exercise any or all other rights or remedies.

SECTION 6.07. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The Parties hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all

cases where legal interpretation shall be required. Each of the Parties: (a) agrees that this Agreement involves at least US $100,000.00; (b) agrees that this Agreement has been entered into by the Parties in express reliance upon 6 Del. C. § 2708(a); (c) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby; (d) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement, the Company Governing Documents or the transactions contemplated hereby except in such courts; (e) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement, the Company Governing Documents or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum; (f) irrevocably acknowledges and agrees that it is a commercial business entity and is a separate entity distinct from its ultimate equity holder and/or the executive organs of the government of any state and is capable of suing and being sued; (g) agrees that its entry into this constitutes, and the exercise of its rights and performance of its obligations hereunder will constitute, private and commercial acts performed for private and commercial purposes that shall not be deemed as being entered into in the exercise of any public function; (h) irrevocably appoints [The Corporation Service Company] as its agent for the sole purpose of receiving service of process or other legal summons in connection with any such dispute, litigation, action or proceeding brought in such courts and agrees that it will maintain [The Corporation Service Company] at all times as its duly appointed agent in the State of Delaware (and the Company shall reasonably assist each Stockholder, to the extent requested by such Stockholder, with such appointment, including by informing [The Corporation Service Company] of such appointment and assisting such Stockholder with the delivery of any documentation required for such appointment to [The Corporation Service Company][2]) for the service of any process or summons in connection with any such dispute, litigation, action or proceeding brought in such courts and, if it fails to maintain such an agent during any period, any such process or summons may be served on it by mailing a copy of such process or summons by an internationally-recognized courier service to the address set forth next to its name in Schedule A or with respect to the Company, the address set forth in Section 6.03(b), with such service deemed effective on the fifth (5^{th}) day after the date of such mailing; and (i) agrees that a final judgment in any such action or proceeding and from which no appeal can be made shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties agree that any violation of this Section 6.07 shall constitute a material breach of this Agreement and shall constitute irreparable harm.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf attachment to

[2] Note to Draft: To be determined.

electronic mail shall be effective as delivery of a manually executed counterpart to this Agreement.

SECTION 6.09. Entire Agreement. This Agreement and the Company Governing Documents constitute the entire agreement among the Parties pertaining to the subject matter hereof and thereof and supersedes all prior agreements and understandings of the Parties in connection herewith and therewith, and no covenant, representation or condition not expressed in this Agreement or the Company Governing Documents shall affect, or be effective to interpret, change or restrict, the express provisions of this Agreement.

SECTION 6.10. Headings. The titles of Articles and Sections of this Agreement are for convenience only and do not define or limit the provisions hereof.

SECTION 6.11. Termination of Agreement. Upon the earlier of the occurrence of an IPO and a Change of Control, all rights and obligations of the Stockholders under the terms and conditions of this Agreement shall terminate without any further liability or obligation to the Company, the Stockholders or otherwise, except for the rights and obligations set forth in or provided for under Article IV and Article VI, which shall survive such termination in accordance with their terms.

SECTION 6.12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

SECTION 6.13. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 6.14. Amendment. Except as otherwise expressly provided herein, this Agreement may be amended, modified or supplemented, and any provision hereof and/or thereof may be waived, only by a written instrument duly approved by the Stockholders that together hold, in the aggregate, at least a 50.1% Percentage Interest and duly executed by the Company; provided, however, that no such amendment shall be effective as to a particular Stockholder if such amendment would materially and adversely

affect such Stockholder without similarly and proportionately adversely affecting all Stockholders, unless such Stockholder has voted in favor thereof. For the avoidance of doubt, no right granted to a Majority Stockholder by Section 4.01(a) or Section 4.04(a) shall be amended or otherwise modified without the affirmative vote of such Majority Stockholder. In the event of the amendment or modification of this Agreement in accordance with its terms, the Board shall meet within thirty (30) days following such amendment or modification (or as soon thereafter as is practicable) for the purpose of adopting any amendment to the Company Governing Documents that may be advisable as a result of such amendment or modification to this Agreement, and, to the extent the Company is not permitted to effect such amendment to the Company Governing Documents without the approval of the Stockholders, proposing such amendments to the Company Governing Documents to the Stockholders entitled to vote thereon. The Stockholders hereby agree to vote in favor of such amendments to the Company Governing Documents.

SECTION 6.15. Confidentiality.

(a) Each of the Stockholders shall, and shall direct those of its directors, officers, members, shareholders, partners, employees, attorneys, accountants, consultants, trustees, Affiliates and other Representatives (the "Stockholder Parties") who have access to Confidential Information to, keep confidential and not disclose any Confidential Information without the express consent, in the case of Confidential Information acquired from the Company, of the Board or, in the case of Confidential Information acquired from another Stockholder, such other Stockholder, unless:

(i) such disclosure shall be required by applicable law, governmental rule or regulation, court order, legal process, or administrative or arbitral proceeding;

(ii) such disclosure is reasonably required in connection with any tax audit involving the Company or any Stockholder;

(iii) such disclosure is reasonably required in connection with any litigation against or involving the Company or any Stockholder; or

(iv) such disclosure is reasonably required in connection with any proposed Transfer of all or any part of such Stockholder's Stock; provided, that with respect to any such use of any Confidential Information referred to in this clause (iv), advance notice must be given to the Board so that it may require any proposed Transferee that is not a Stockholder to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 6.15 (excluding this clause (iv)) prior to the disclosure of such Confidential Information.

(b) "Confidential Information" shall mean any information related to the activities of the Company, the Stockholders and their respective Affiliates that a Stockholder may acquire from the Company or the Stockholders, other than information that (i) is already available through publicly available sources of information (other than as a result of disclosure by such Stockholder), (ii) was available to a Stockholder on a non-

confidential basis prior to its disclosure to such Stockholder by the Company or another Stockholder, or (iii) becomes available to a Stockholder on a non-confidential basis from a third party, provided such third party is not known by such Stockholder, after reasonable inquiry, to be bound by this Agreement or another confidentiality agreement with the Company. Such Confidential Information may include information that pertains or relates to the business and affairs of any other Stockholder or any other Company matters. Confidential Information may be used by a Stockholder and its Stockholder Parties only in connection with Company matters and in connection with the maintenance of its Stock. Notwithstanding the foregoing, with respect to Confidential Information related to the Company and its Affiliates, the Company expressly acknowledges and agrees that each Majority Stockholder and certain of its Affiliates are investment advisers that advise funds and accounts with respect to investments in entities that may be engaged in businesses similar to or otherwise directly or indirectly related to those conducted by the Company or its Affiliates and that the Confidential Information may influence the views of such Majority Stockholder or its adviser Affiliates on investments in entities engaged in businesses similar to or otherwise directly or indirectly related to those conducted by the Company or its Affiliates or in entities in other businesses or industries. Accordingly, although each Majority Stockholder is subject to the obligations set forth in this Section 6.15, any investment by a fund or account advised by such Majority Stockholder or any of its adviser Affiliates in any such entity shall not standing alone be cause for the institution of legal action by the Company that such Majority Stockholder has failed to observe the obligations of confidentiality or use set forth herein.

(c) In the event that any Stockholder or any Stockholder Parties of such Stockholder is required to disclose any of the Confidential Information, such Stockholder shall use commercially reasonable efforts to provide the Company with prompt written notice so that the Company may, at the Company's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and such Stockholder shall use commercially reasonable efforts to cooperate with the Company in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Section 6.15, such Stockholder and its Stockholder Parties shall furnish only that portion of the Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information shall be accorded confidential treatment.

SECTION 6.16. Representation by Counsel. Each of the Parties has been represented by and has had an opportunity to consult with legal counsel in connection with the drafting, negotiation and execution of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or arbitrator or any Governmental Authority by reason of such Party having drafted or being deemed to have drafted such provision.

SECTION 6.17. Exhibits and Schedules. All Exhibits and Schedules attached to this Agreement are incorporated and shall be treated as if set forth herein.

SECTION 6.18. Specific Performance. The Parties acknowledge that money damages may not be an adequate remedy for breaches or violations of this Agreement and that any Party, in addition to any other rights and remedies which the Parties may have hereunder or at law or in equity, may, in its sole discretion, apply to a court of competent jurisdiction in accordance with Section 6.07 for specific performance or injunction or such other equitable relief as such court may deem just and proper in order to enforce this Agreement in the event of any breach of the provisions of this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each Party hereby waives (a) any objection to the imposition of such relief, and (b) any requirement for the posting of any bond or similar collateral in connection therewith.

SECTION 6.19. Reliance on Authority of Person Signing Agreement. If a Stockholder is not a natural person, neither the Company nor any other Stockholder will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

SECTION 6.20. Restriction on Voting. If, pursuant to this Agreement, any Stockholder is not entitled to cast a vote, give a consent or provide or withhold any approval under this Agreement or otherwise, the determination as to whether the matter under consideration has been approved or consented to shall be made without regard to the voting or approval rights of such Stockholder in counting the necessary votes, consents or approvals.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

THE COMPANY:

[NEW ALTEGRITY HOLDCO 1]

By: _____
Name:
Title:

STOCKHOLDER:

[CAPITAL RESEARCH AND MANAGEMENT COMPANY]

By: _____
Name:
Title:

STOCKHOLDER:

LITESPEED MASTER FUND, LTD.

By: _____
Name:
Title:

STOCKHOLDER:

MUDRICK CAPITAL MANAGEMENT, LP

By: _____
Name:
Title:

STOCKHOLDER:

THIRD AVENUE MANAGEMENT LLC

By: _____
Name:
Title:

Schedule A

Common Stock Ownership of the Stockholders; Percentage Interest; Notice Information; Capitalization

Stockholders:

Name	Number of Shares of Common Stock Held of Record	Percentage Interest	Notice Information
[Capital Research and Management Company]	[●]	[●]%	[●]
Litespeed Master Fund, Ltd.	[●]	[●]%	[●]
Mudrick Capital Management, LP	[●]	[●]%	[●]
Third Avenue Management LLC	[●]	[●]%	[●]

Capitalizations

Class of Stock	Amount of Stock Authorized	Amount of Stock Outstanding
Common Stock	[●]	[●]

Schedule B

Directors

[●]

Exhibit A

Amended and Restated Certificate of Incorporation

(See attached.)

Exhibit B

Bylaws

(See attached.)

Exhibit C

Form of Addendum Agreement

This Addendum Agreement (this "Addendum Agreement") is made this [●] day of [●], 20[●], by and among [●] (the "Transferee"), [●] (the "Transferor") and [New Altegrity Holdco 1], a Delaware corporation (the "Company"), pursuant to the terms of that certain Stockholders Agreement, dated as of [●], 2015, by and among the Company and those shareholders of the Company that are signatories thereto (including all exhibits and schedules thereto, the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the Company and the Stockholders entered into the Agreement to impose certain restrictions and obligations upon themselves, and to provide certain rights, with respect to the Company, the Stockholders and the Stock;

WHEREAS, the Transferee is acquiring Common Stock pursuant to a Transfer, in accordance with the Agreement and in such amount as set forth in Section 4 below (the "Acquired Stock"); and

WHEREAS, the Agreement requires that any Person to whom Common Stock is Transferred must enter into an Addendum Agreement binding the Transferee to the Agreement to the same extent as if it were an original party thereto and imposing the same restrictions and obligations upon the Transferee and the Acquired Stock as are imposed upon the Stockholders and the Common Stock under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and as a condition of the purchase or receipt by the Transferee of the Acquired Stock, the Transferee acknowledges and agrees as follows:

1. The Transferee has received and read the Agreement and acknowledges that the Transferee is acquiring the Acquired Stock in accordance with and subject to the terms and conditions of the Agreement.

2. By the execution and delivery of this Addendum Agreement, the Transferee represents and warrants to, and agrees with the Company and the Transferor that the following statements are true and correct as of the date hereof:

(a) The Transferee is holding the Acquired Stock for its own account solely for investment and not with a view to resale or distribution thereof other than in compliance with all applicable securities laws and the Agreement.

(b) If the Transferee is an entity, the Transferee is duly organized and validly existing under the laws of its jurisdiction of organization. If the Transferee is a natural person, such Transferee has full legal capacity.

(c) Except as expressly disclosed in writing to the Company and the other Parties, the execution, delivery and performance by the Transferee of this Addendum Agreement are within the Transferee's corporate or other powers, as applicable, have been duly authorized by all necessary corporate or other action on its behalf (or, if the Transferee is an individual, are within such Transferee's legal right, power and capacity), require no consent, approval, permit, license, order or authorization of, notice to, action by or in respect of, or filing with, any Governmental Authority on the part of the Transferee (except as expressly disclosed in writing to the Board prior to the date hereof), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of applicable law or of any judgment, order, writ, injunction or decree or any agreement or other instrument to which the Transferee is a party or by which the Transferee or any of the Transferee's properties is bound. This Addendum Agreement has been duly executed and delivered by the Transferee and constitutes a valid and binding agreement of the Transferee, enforceable against the Transferee in accordance with its terms, subject to the Enforceability Exceptions.

(d) The Transferee acknowledges that the Transfer of the Acquired Stock and any related offering have not been and will not be registered under the Securities Act, and, to the extent an offer or sale is involved, are being made in reliance upon federal and state exemptions for transactions not involving a public offering. In furtherance thereof, the Transferee represents and warrants that it is an "accredited investor" (as defined in Regulation D promulgated under the Securities Act) and the Transferee has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the risks of its investment in the Acquired Stock. The Transferee agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Regulation D promulgated under the Securities Act with respect to the offer and sale of the interests in the Company. In connection with its acquisition of the Acquired Stock, the Transferee meets all the applicable suitability standards imposed on it by applicable law.

(e) The Transferee has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the Acquired Stock and other matters pertaining to an investment in the Company and (ii) obtain any additional information necessary to evaluate the merits and risks of an investment in the Company that the Company can acquire without unreasonable effort or expense. In considering its investment in the Acquired Stock, the Transferee has evaluated for itself the risks and merits of such investment, and is able to bear the economic risk of such investment, including a complete loss of capital, and in addition has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company or its Subsidiaries or any director, officer, employee, agent or Affiliate of such Persons, other than as set forth in the Agreement. The Transferee has carefully considered and has, to the extent it believes necessary, discussed with legal, tax, accounting and financial advisors the suitability of an investment in the Company in light of its

particular tax and financial situation, and has determined that the Acquired Stock are a suitable investment for such Transferee.

(f) The Transferee does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the execution, delivery or performance of this Addendum Agreement by the Transferee.

3. The Transferee agrees that the Acquired Stock are bound by and subject to all of the terms and conditions of the Agreement, and hereby joins in, and agrees to be bound by, and shall have the benefit of, all of the terms and conditions of the Agreement to the same extent as if the Transferee were an original party to the Agreement; provided, however, that the Transferee's joinder in the Agreement shall not constitute a joinder of the Transferee as a Party to the Agreement unless and until the Company executes this Addendum Agreement confirming the due joining of the Transferee as a Party to the Agreement. This Addendum Agreement shall be attached to and become a part of the Agreement.

4. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Transferor and the Transferee, the Transferor hereby Transfers absolutely to the Transferee the Acquired Stock, including, for the avoidance of doubt, all rights, title and interest in and to the Acquired Stock, with effect from the date hereof. It is hereby confirmed by the Transferor that the Transferor has complied in all respects with the provisions of the Agreement with respect to the Transfer of the Acquired Stock. The amount of Common Stock currently held by the Transferor, and the amount of Acquired Stock to be transferred and assigned pursuant to this Addendum Agreement, are as follows:

Amount of Common Stock Held by the Transferor	**Amount of Acquired Stock**
[ ]	[ ]

5. The Transferee hereby agrees to accept the Acquired Stock and hereby agrees and consents to become a Party and hereby is admitted as a Party.

6. Any notice, request or other communication required or permitted to be delivered to the Transferee pursuant to the Agreement shall be given to the Transferee at the address and/or facsimile number listed beneath the Transferee's signature below.

7. This Addendum Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[*Remainder of Page Intentionally Left Blank.*]

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

THE COMPANY: **[NEW ALTEGRITY HOLDCO 1]**

By: _____
Name:
Title:

TRANSFEROR: **[INSERT NAME]**

By: _____
Name:
Title:

TRANSFEREE: **[INSERT NAME]**

By: _____
Name:
Title:

[INSERT TRANSFEREE'S ADDRESS]

Blackline Comparing Exhibit B-3 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

STOCKHOLDERS AGREEMENT

by and among

[NEW ALTEGRITY HOLDCO 1],

and

the STOCKHOLDERS that are parties hereto

DATED AS OF [●], 2015

TABLE OF CONTENTS

TABLE OF CONTENTS
(Continued)

STOCKHOLDERS AGREEMENT

This Stockholders Agreement, dated as of [●], 2015 (the "Effective Date"), is entered into by and among [New Altegrity Holdco 1], a Delaware corporation (the "Company"), and those stockholders of the Company receiving Stock pursuant to the Amended Joint Chapter 11 Plan of Altegrity Inc., et al., dated as of [●], 2015, including without limitation those stockholders of the Company listed on the signature pages hereto (as amended, supplemented or modified from time to time, this "Agreement"). Unless otherwise specified, capitalized terms used herein shall have the respective meanings set forth in Article I. The Company, the Stockholders and any stockholder joined as a party to this Agreement pursuant to the provisions hereof are sometimes collectively referred to herein as the "Parties" and each is sometimes referred to herein as a "Party."

RECITALS

~~WHEREAS, the Company was incorporated by the filing of the Certificate of Incorporation of the Company in the office of the Secretary of State of the State of Delaware on May 2, 2007 (the "Original Certificate of Incorporation"); and~~

WHEREAS, the Company ~~amended and restated the Original Certificate of Incorporation by filing the Amended and Restated~~ was incorporated by the filing of the Certificate of Incorporation of the Company, in the form attached hereto as Exhibit A, in the office of the Secretary of State of the State of Delaware on ~~the Effective Date~~[●], 2015 (as the same may be amended, restated or otherwise modified from time to time, the "Certificate of Incorporation").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND USAGE

SECTION 1.01. Definitions. (a) The following terms shall have the following meanings for the purposes of this Agreement:

"Addendum Agreement" means an Addendum Agreement in the form attached hereto as Exhibit C.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such specified Person, and with respect to any Stockholder, an "Affiliate" shall include ~~(i) any Person who is the direct or indirect~~

~~ultimate holder of Equity Securities of such specified Person, and (ii)~~ any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (~~x~~i) is directly or indirectly managed, advised or controlled by such Stockholder or any Affiliate of such Stockholder or (~~y~~ii) is advised or managed by the same investment adviser as, or an Affiliate of the investment adviser of, such Stockholder; provided, however, that an Affiliate shall not include any portfolio company of any Person (including any Stockholder).

"Applicable Governance Rules" means any applicable federal and state securities laws and the applicable rules of the NYSE[1] relating to the Board and the corporate governance of the Company, including, without limitation, Rule 10A-3 of the Exchange Act and Rule 303A of the NYSE Listed Company Manual.

"Board" means the Board of Directors of the Company.

"Business Day" means any day excluding Saturday, Sunday or any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions are authorized or required by law or other governmental action to close.

"Bylaws" means the Bylaws of the Company adopted as of the Effective Date, in the form attached hereto as Exhibit B, as the same may be amended, restated or supplemented from time to time.

"Capital Research & Management" means certain funds and accounts advised by Capital Research and Management Company and any of its Affiliates.

"Change of Control" means: (i) an acquisition by any Person or group of Persons of Equity Securities of the Company, whether already outstanding or newly issued, in a transaction or series of transactions, if immediately thereafter such Person or group of Persons (other than the Stockholders or their respective Affiliates or a wholly-owned Subsidiary of the Company) has, or would have, directly or indirectly, beneficial ownership of eighty percent (80%) or more of the combined Equity Securities or voting power of the Company; (ii) the sale of all or substantially all (*i.e.*, eighty percent (80%) or more) of the assets of the Company and its Subsidiaries, taken as a whole, directly or indirectly, to any Person or group of Persons (other than the Stockholders or their respective Affiliates or a wholly-owned Subsidiary of the Company) in a transaction or series of transactions; or (iii) the consummation of a tender offer, merger, recapitalization, consolidation, business combination, reorganization or other transaction, or series of related transactions, involving the Company and any other Person or group of Persons; unless, in the case of clause (iii) of this definition, both (1) the then-existing Stockholders, immediately prior to such transaction or the first transaction in such series of transactions, will beneficially own

[1] Note to Draft: Draft assumes any registration will be with the NYSE.

more than twenty percent (20%) of the combined Equity Securities or voting power of the Company (or, if the Company will not be the surviving entity in such transaction or series of transactions, such surviving entity) immediately after such transaction or series of transactions and (2) the individuals who are Directors, immediately prior to such transaction or the first transaction in such series of transactions, will be entitled to cast at least a majority of the votes of the Board (or the board of managers or equivalent body of such surviving entity, as the case may be) after the closing of such transaction or series of transactions. As used in this definition of Change of Control, the term "group" shall have the same meaning of such term is used in Rule 13d-5 of the Exchange Act.

"Code" means the Internal Revenue Code of 1986.

"Common Stock" means shares of common stock of the Company, par value $[0.01] per share.

"Company Governing Documents" means, collectively, the Certificate of Incorporation and the Bylaws.

"control" (including the terms "controlling" and "controlled"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of such subject Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"Debt Securities" means Securities evidencing Indebtedness of the Company and its Subsidiaries of the type set forth in clause (ii) of the definition of "Indebtedness."

"DGCL" means the Delaware General Corporations Law.

"Enforceability Exceptions" means (i) any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, and (ii) any legal principles of general applicability governing the availability of equitable remedies, including principles of commercial reasonableness, good faith and fair dealing (whether considered in a proceeding in equity or at law or under applicable legal codes).

"Equity Security" has the meaning ascribed to such term in Rule 405 under the Securities Act, and in any event, includes any security having the attendant right to vote for directors or similar representatives and any general or limited partner interest in any Person.

"Exchange Act" means the United States Securities Exchange Act of 1934 and the rules and regulations thereunder.

"Fair Market Value" means, with respect to property (other than cash), the fair market value of such property as determined in good faith by the Board.

"Fiscal Year" means the twelve (12)-month (or shorter) period ending on December 31 of each year.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) U.S. and other federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity, any court or other tribunal).

"Hedging Obligation" means, with respect to any Person, any liability of such Person under any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

"Indebtedness" of a Person means, at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments (excluding contingent obligations under surety bonds), (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising and paid in the ordinary course of business, (iv) the capitalized amount of all capital leases of such Person, (v) all non-contingent obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit, bankers acceptance, surety bond or similar instrument, (vi) all Equity Securities of such Person subject to repurchase or redemption otherwise than at the sole option of such Person, (vii) all obligations of a type described in clauses (i) through (vi) and clauses (viii) and (ix) of this definition secured by a Lien on any asset of such Person, whether or not such obligation is otherwise an obligation of such Person, (viii) all Hedging Obligations of such Person, and (ix) all Indebtedness of others guaranteed by such Person. Any obligation constituting Indebtedness solely by virtue of the preceding clause (vii) shall be valued at the lower of the Fair Market Value of the corresponding asset and the aggregate unpaid amount of such obligation.

"Independent Director" means a Director who, as of the date of such Director's election or appointment to the Board and as of any other date on which the determination is being made, would qualify as an "independent director" of the Company under Rule 303A(2) of the NYSE Listed Company Manual (assuming for this purpose that it applies to each such Person).

"IPO" means an initial public offering by the Company of Common Stock pursuant to the Securities Act.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset.

"Litespeed" means Litespeed Master Fund, Ltd. and any other funds and accounts, as the case may be, advised by Litespeed Management LLC and any of its Affiliates.

"Majority Stockholders" means, collectively, Capital Research & Management, Litespeed, Mudrick and Third Avenue; so long as, with respect to each such entity, such entity continues to hold any Common Stock.

"Majority Vote" means a vote of a majority of the shares of the Common Stock held by the Majority Stockholders at the time of determination.

"Maximum Tag-Along Portion" means, with respect to any Tag-Along Stockholder exercising its Tag-Along Rights, a number of shares of Common Stock equal to (i) the number of shares of Common Stock held by such Tag-Along Stockholder, multiplied by (ii) a fraction expressed as a percentage, the numerator of which is the number of shares of Common Stock proposed to be sold by the Selling Stockholders in such Tag-Along Sale and the denominator of which is the aggregate number of shares of Common Stock held by such Selling Stockholders.

"Mudrick" means certain funds and accounts advised by Mudrick Capital Management, LP and any of its Affiliates.

"NYSE" means the New York Stock Exchange.

"Percentage Interest" means, with respect to any Stockholder and as of any date of determination, a fraction, expressed as a percentage, the numerator of which is the number of shares of Common Stock held by such Stockholder as of such date and the denominator of which is the aggregate number of shares of Common Stock held by all Stockholders as of such date.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, estate, joint venture, Governmental Authority or other entity.

"Pro Rata Portion" means, as of any date of determination, (i) with respect to any Stockholder, a fraction, expressed as a percentage, the numerator of which is the number of shares of Common Stock held by such Stockholder as of such date and the denominator of which is the number of shares of Common Stock issued and outstanding as of such date, and (ii) with respect to any shareholder of any other group or class of shareholders, a fraction, expressed as a percentage, the numerator of

which is the number of shares of Stock or other Equity Securities of the Company (as the case may be) held by such shareholder as of such date and the denominator of which is the aggregate number of shares of Stock or other Equity Securities of the Company (as the case may be) held by all of the shareholders of such group or class as of such date.

As an example, if (i) the Company has four (4) Stockholders each holding twenty five percent (25%) of the Company's issued and outstanding Common Stock and (ii) the Company proposes to sell an additional 1000 shares of Common Stock in accordance with Section 3.03, then each of such Stockholders' Pro Rata Portion with respect to such additional Common Stock is twenty five percent (25%) and each such Stockholder shall be entitled to subscribe for 250 shares of such Common Stock pursuant to the Preemptive Rights set forth in Section 3.03; provided, however, that if (iii) three (3) of such Stockholders exercise their Preemptive Rights to purchase 250 shares of Common Stock each and additionally exercise their Additional Purchase Rights in full, but (iv) one (1) of such Stockholders exercises its Preemptive Rights to purchase only 100 shares of Common Stock and thereby leaves 150 shares of Common Stock unallocated, then the Pro Rata Portion of each of the three (3) Stockholders who exercise their Additional Purchase Rights with respect to the additional 150 shares of Common Stock will be thirty three and one third percent (33 1/3rd%) and each such Stockholder will be allocated an additional 50 shares of Common Stock.

"Representatives" means with respect to any specified Person, such Person's current, former or future (as applicable) officers, directors, managers, shareholders, partners, members, equity holders, parents, agents, employees, representatives (including attorneys, accountants, consultants, bankers and financial advisors of such Person or its Affiliates) and Affiliates (including, with respect to any Stockholder, any Director(s) and Board Observer(s) designated by such Stockholder).

"Securities" means any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Act" means the United States Securities Act of 1933 and the rules and regulations thereunder.

"shareholder" means any holder of Common Stock or any other class of stock of the Company which may be authorized and issued from time to time (including any preferred stock of the Company).

"Stock" means, collectively, the Common Stock and any other class of stock of the Company which may be authorized and issued from time to time (including any preferred stock of the Company).

"Stockholder" means a holder of Common Stock that is a Party to this Agreement and any Transferee thereof joined to this Agreement as a Party in accordance with the terms hereof.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than fifty percent (50%) of the total voting power of shares of capital stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

"Third Avenue" means certain funds managed by Third Avenue Management LLC, including Third Avenue Trust, on behalf of Third Avenue Focused Credit Fund.

"Transfer" means any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance, direct or indirect, in whole or in part, by operation of law or otherwise, and shall include all matters deemed to constitute a Transfer under Article V. The terms "Transferred," "Transferring," "Transferor" and "Transferee" have meanings correlative to the foregoing.

"Treasury Regulations" mean the regulations promulgated under the Code.

As used in this Agreement, each of the following capitalized terms shall have the meaning ascribed to them in the Section set forth opposite such term:

Term	**Section**
Accounting Firm	2.02(b)
Additional Purchase Right	3.03(b)
Additional Securities	3.03(a)
Agreement	Preamble
Board Designation Rights	4.01(b)
Board Observer	4.04(a)
CEO	4.04(a)
Certificate of Incorporation	Recitals
Committee	0
Company	Preamble
Confidential Information	6.15(b)

Term	Section
Director	4.01(a)
Disinterested Director Approval	4.03(b)
Drag-Along Notice	5.03(a)
Drag-Along Purchaser	5.03(a)
Drag-Along Sale	5.03(a)
Drag-Along Stock	5.03(a)
Drag-Along Terms	5.03(a)
Dragging Stockholders	5.03(a)
Effective Date	Preamble
~~Original Certificate of Incorporation~~	~~Recitals~~
Parties	Preamble
Party	Preamble
Preemptive Notice	3.03(b)
Preemptive Right	3.03(a)
Proposed Offeree(s)	3.03(a)
Related Party Transaction	4.03(b)
Selling Stockholders	5.02(a)
Selling Stockholders Representative	5.02(b)
Quarterly Conference Call	2.03
Special Stockholder Approval	4.03(a)
Specified Activity	4.06
Stockholder Parties	6.15(a)
Tag-Along Exercise	5.02(c)
Tag-Along Notice	5.02(b)
Tag-Along Purchaser	5.02(a)
Tag-Along Rights	5.02(a)
Tag-Along Sale	5.02(a)
Tag-Along Stock	5.02(d)
Tag-Along Stockholder	5.02(c)
Tag-Along Terms	5.02(b)

SECTION 1.02. Terms and Usage Generally.

(a) The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The terms "clause(s)" and "subparagraph(s)" shall be used herein interchangeably. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All accounting terms not defined in this Agreement shall have the meanings determined by GAAP. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to its permitted

successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Each reference herein (other than in any Schedule or Exhibit) to Stock amounts shall be appropriately adjusted for any Stock split, recapitalization, recombination, reclassification or the like with respect to such Stock occurring after the date hereof. Any references herein to "US$," "$" or "dollars" shall mean U.S. dollars.

(b) For purposes of this Agreement, ownership of Common Stock by a Stockholder and any Affiliates of such Stockholder shall be aggregated for purposes of satisfying any ownership thresholds set forth herein.

ARTICLE II
JOINDER; BOOKS AND RECORDS

SECTION 2.01. Joinder.

(a) The name, address, class and number of shares of Common Stock held of record of each Stockholder, and the respective Percentage Interest of each Stockholder, in each case as of the date hereof, are set forth on Schedule A. Notwithstanding anything to the contrary in this Agreement, when any Common Stock is issued, repurchased, redeemed or Transferred in accordance with this Agreement to or from any shareholder that is or will become a Party to this Agreement, the Company shall, as applicable, promptly thereafter amend Schedule A to reflect such issuance, repurchase, redemption or Transfer, the joining of the recipient of such Common Stock as a substitute Party and the resulting Percentage Interest of each Stockholder and such newly joined Party in its capacity as a Stockholder and no consent of any Party shall be required in connection with any such amendment.

(b) No Transferee of any Common Stock initially held by any Stockholder shall be deemed to be a Party or acquire any rights hereunder, unless (i) such Common Stock is Transferred in compliance with the provisions of this Agreement (including Article V) and (ii) such Transferee shall have executed and delivered to the Company an Addendum Agreement and any other instruments as the Company reasonably deems necessary or desirable to effectuate such Transfer and to confirm the agreement of such Transferee to be bound by this Agreement; provided, however, that in accordance with Section 4.01(b), in no event shall a Board Designation Right (as defined below) be Transferable. Upon complying with the immediately preceding sentence, without the need for any further action of any Person, such Transferee or recipient shall be deemed a Party and a Stockholder. Such Transferee shall (A) enjoy the same rights, and be subject to the same obligations, as the Transferor in its capacity as a Stockholder and (B) not enjoy any of the rights, or be subject to any of the obligations, of the Transferor in its capacity as a Majority Stockholder, except for those

rights set forth in (x) the last sentence of Section 2.02(b), (y) Section 2.03 and (z) Section 2.04; provided, that such Transferor shall not be relieved of any obligation or liability hereunder arising prior to the consummation of such Transfer but shall be relieved of all future obligations with respect to the Common Stock so Transferred. As promptly as practicable after the joinder of such Transferee as a Party, the books and records of the Company shall be amended to reflect such joinder. Notwithstanding anything to the contrary herein, including Section 6.14, in the event of any joinder of a Transferee pursuant to this Section 2.01(b), this Agreement shall be deemed amended to reflect such joinder, and any formal amendment of this Agreement (including Schedule A attached hereto) in connection therewith shall only require execution by the Company and such newly joined Party to be effective. The provisions of this Section 2.01 shall apply to any Affiliate of a Stockholder that is issued Stock in accordance with the terms hereof *mutatis mutandis*.

(c) If a Stockholder shall Transfer all (but not less than all) its Common Stock, such Stockholder shall thereupon cease to be a Stockholder and a Party and shall not otherwise have any ongoing rights, or otherwise be entitled to any benefits, under this Agreement; provided, however, that notwithstanding the foregoing, such Stockholder shall continue to be bound by the provisions of Section 6.15.

SECTION 2.02. Accounting Information

(a) Accounting Method. For financial reporting purposes, the books and records of the Company shall be kept on the accrual method of accounting and in accordance with GAAP, in each case, applied in a consistent manner and such books and records shall reflect all Company transactions.

(b) Financial Reports. The books and records of the Company shall be audited as of the end of each Fiscal Year by a "Big Four" accounting firm (an "Accounting Firm") selected by the Board or the audit committee thereof. The Company shall provide, or otherwise make available, to each Stockholder: (i) on an annual basis, within one hundred twenty (120) days after the end of each Fiscal Year, an audited consolidated balance sheet, statement of operations and statement of cash flow of the Company and its Subsidiaries (including any customary discussion and analysis of such financial statements by the Company's senior management) audited by the Accounting Firm; (ii) on a quarterly basis, within forty-five (45) days after the end of each fiscal quarter, an unaudited quarterly and year-to-date consolidated balance sheet and related statement of operation and statement of cash flow of the Company and its Subsidiaries (including any customary discussion and analysis of such financial statements by the Company's senior management); and (iii) any additional information as may be determined from time to time by the Board. Such annual and quarterly financial information referred to in clauses (i) and (ii) above will be prepared in all material respects in accordance with GAAP, subject to year-end audit adjustments and the absence of notes in the case of such quarterly financial information. The Company shall provide, or otherwise make available, to each Majority Stockholder any additional information as may be reasonably requested by a Majority Stockholder.

SECTION 2.03. Conference Calls.

(a) ~~Quarterly Conference Call.~~ At least thirty (30) and not more than forty-five (45) days after the end of each quarter of each Fiscal Year, or at such other times as the Board may from time to time determine, the Board shall host a conference call (the "Quarterly Conference Call") among the Majority Stockholders and such members of the Company's senior management as any Majority Stockholder may request to discuss the financial condition of the Company.

(b) At least thirty (30) and not more than ninety (90) days after the end of (i) the second quarter of each Fiscal Year and (ii) each Fiscal Year, a conference call (the "Semi-Annual Conference Call") will be held among the Stockholders and members of the Company's senior management, including the Company's chief executive officer or chief financial officer, to discuss the business and financial condition of the Company.

SECTION 2.04. Books and Records. The Company shall keep full and accurate books of account and other records of the Company and its Subsidiaries at its principal place of business. During regular business hours, upon reasonable notice and in a manner that does not unreasonably interfere with the business of the Company and its Subsidiaries, each Majority Stockholder (a) shall have access to inspect such books and records and the properties of the Company and its Subsidiaries for purposes reasonably related to its ownership of Common Stock, and (b) upon reasonable request, shall be afforded the opportunity to discuss the affairs of the Company and its Subsidiaries with members of management of the Company. Any request for access to the books, records, properties and members of management of the Company and its Subsidiaries (as applicable) pursuant to the DGCL shall be granted during regular business hours, upon reasonable notice and in a manner that does not unreasonably interfere with the business of the Company and its Subsidiaries and subject to such other reasonable restrictions permitted by the DGCL.

SECTION 2.05. Limitations. The provisions set forth in this Article II relating to the provisions of financial statements, the Quarterly Conference Call and access and information rights are subject to the requirements of applicable laws, rules and regulations.

ARTICLE III
COMMON SHARES; PREEMPTIVE RIGHTS; INITIAL PUBLIC OFFERING

SECTION 3.01. Common Stock. The number of shares of Common Stock issued to Stockholders shall be listed on Schedule A, which may be amended from time to time by the Company as required to reflect changes in the number of shares of Common Stock held by the Stockholders and to reflect the addition of Stockholders, or cessation of status as such, or any adjustments for any Common Stock split, Common Stock dividend, recapitalization, recombination, reclassification, or other similar transaction with respect to Common Stock occurring after the date hereof, and as of the date hereof, the Company has issued to each Stockholder the number of

shares of Common Stock set forth opposite such Stockholder's name on Schedule A under the heading "Number of Shares of Common Stock Held of Record."

SECTION 3.02. Certificates. Issued and outstanding Common Stock held by the Stockholders shall be uncertificated; provided, that the Board may expressly elect to evidence Common Stock by certificates and if the Board so elects, in addition to any other legend which the Company may deem advisable under the Securities Act, all certificates representing Common Stock issued to Stockholders shall be endorsed as follows:

> **"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO A STOCKHOLDERS AGREEMENT DATED AS OF [●], 2015, BY AND AMONG THE ISSUER OF SUCH SECURITIES AND THE OTHER PARTIES NAMED THEREIN. THE TERMS OF SUCH STOCKHOLDERS AGREEMENT INCLUDE, AMONG OTHER THINGS, RESTRICTIONS ON TRANSFER. A COPY OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE ISSUER."**

SECTION 3.03. Preemptive Rights.

(a) Subject to Section 3.03(c), until the earlier of the occurrence of an IPO or a Change of Control, if the Company proposes to issue any additional Stock or other Equity Securities or Debt Securities, or any rights to subscribe for, or option to purchase, or otherwise acquire, any of the foregoing (collectively, "Additional Securities"), to any Person(s) (the "Proposed Offeree(s)") or enter into any contract relating to the issuance of such Additional Securities through a private issuance or private placement, then each ~~Majority~~ Stockholder shall have the right to purchase ("Preemptive Right"), on the same terms and at the same purchase price per share of stock or other unit of such Additional Securities offered to the Proposed Offeree(s), that number of Additional Securities so that such ~~Majority~~ Stockholder would, in the aggregate, after the issuance of all such Additional Securities, hold a number of such Additional Securities equal to, as a percentage of the total number of such Additional

Securities issued, such ~~Majority~~ Stockholder's Pro Rata Portion as of immediately prior to such issuance of Additional Securities.

(b) In connection with any Preemptive Right, the Company shall, by written notice (the "Preemptive Notice"), provide an offer to sell to each ~~Majority~~ Stockholder that number of Additional Securities in accordance with Section 3.03(a), which Preemptive Notice shall include the applicable purchase price per share of stock or other unit, aggregate number of Additional Securities offered, number of Additional Securities offered to such ~~Majority~~ Stockholder based on the respective Pro Rata Portions of the ~~Majority~~ Stockholders immediately prior to such issuance, name of Proposed Offeree(s) (if then known), proposed closing date, place and time for the issuance thereof (which shall be no less than thirty (30) days from the date of such notice), and any other material terms and conditions of the offer and the Additional Securities. Within fifteen (15) days from the date of receipt of the Preemptive Notice, any ~~Majority~~ Stockholder wishing to exercise its Preemptive Right concerning such Additional Securities shall deliver notice to the Company setting forth the number of Additional Securities which such ~~Majority~~ Stockholder commits to purchase (which may be for all or any portion of such Additional Securities offered to such ~~Majority~~ Stockholder in the Preemptive Notice). Each ~~Majority~~ Stockholder shall have the additional right (the "Additional Purchase Right") to offer in its notice of exercise to purchase any or all of the Additional Securities not accepted for purchase by any other ~~Majority~~ Stockholder, in which event such Additional Securities not accepted by any other ~~Majority~~ Stockholder shall be deemed to have been offered to and accepted by the ~~Majority~~ Stockholders exercising such Additional Purchase Right in proportion to their respective Pro Rata Portions immediately prior to such issuance on the same terms and at the same price per share of stock or other unit as those specified in the Preemptive Notice, but in no event shall any ~~Majority~~ Stockholder exercising its Additional Purchase Right be allocated a number of Additional Securities in excess of the maximum number such ~~Majority~~ Stockholder has offered to purchase in its notice of exercise. Each ~~Majority~~ Stockholder so exercising its right under this Section 3.03 shall be entitled and obligated to purchase that number of Additional Securities specified in such ~~Majority~~ Stockholder's notice on the terms and conditions set forth in the Preemptive Notice. Any Additional Securities not accepted for purchase by the ~~Majority~~ Stockholders pursuant to this Section 3.03 shall be offered to the Proposed Offeree on the same terms and price per share of stock or other unit as set forth in the Preemptive Notice; provided, however, if such Proposed Offeree does not consummate the purchase of such Additional Securities within ninety (90) days following delivery of the Preemptive Notice, any subsequent proposed issuance of Additional Securities shall once again be subject to the terms of this Section 3.03.

(c) The provisions of this Section 3.03 shall not apply to issuances of Additional Securities by the Company as follows:

(i) any issuance of Additional Securities upon the exchange, exercise or conversion of any units, options, warrants, debentures or other convertible securities in accordance with their terms that are outstanding on the date

hereof or issued after the date hereof in a transaction that complies with the provisions of this Section 3.03;

(ii) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, to Directors, officers, employees, managers or consultants of the Company or its Subsidiaries in connection with such Person's employment or consulting arrangements with the Company or its Subsidiaries;

(iii) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, in each case, to the extent approved by a Disinterested Director Approval and as required under Section 4.03(a), in connection with (A) any direct or indirect merger, consolidation, business combination or other acquisition transaction involving the Company or its Subsidiaries (whether through merger, recapitalization, acquisition of stock or assets or otherwise) or (B) any joint venture or strategic partnership entered into primarily for purposes other than raising capital (as determined by the Board in its sole discretion);

(iv) any issuance of Additional Securities in connection with any Stock split, Stock dividend or similar distribution or recapitalization; or

(v) any issuance of Equity Securities of the Company, including options, warrants or convertible securities, pursuant to a registered public offering.

SECTION 3.04. Initial Public Offering. In connection with any IPO, each of the Stockholders agrees to cooperate with the other Stockholders and the Company and to take all such action as may be reasonably required in connection therewith to effectuate, or cause to be effectuated, such IPO, including, if desirable, winding up and liquidating the Company or merging or converting the Company with or into another corporate entity formed under the laws of another state, and to ensure that each of the Stockholders receives Stock (or other Equity Securities) and other rights in connection with such IPO substantially equivalent to its economic interest, governance, priority and other rights and privileges as such Stockholder has with respect to its shares of Common Stock immediately prior to such IPO and are consistent with the rights and preferences attending thereto as set forth in this Agreement immediately prior to such IPO and to ensure that such rights and privileges are afforded to such Stockholders in the organizational and other documents of the entity that undertakes the IPO or otherwise, including entering into a shareholders or similar agreement containing the rights provided for herein, except, for the avoidance of doubt, any rights provided herein that explicitly terminate pursuant to this Agreement upon an IPO. In furtherance of the foregoing, each of the parties to this Agreement acknowledges and agrees that, in connection with any IPO, each Stockholder and the Company shall cooperate in good faith to enter into a registration rights agreement on customary terms (including piggyback rights to any holders who (i) beneficially own restricted securities of the issuer that cannot be sold without limitation under Rule 144 under the Securities Act or (ii) are Affiliates of the issuer, and customary demand rights to holders who are Affiliates of the issuer with in excess of 5% of the outstanding shares of Common Stock) and, to the extent reasonably requested by underwriters acceptable to the Board, enter into lock-up agreements with such underwriters on customary terms.

ARTICLE IV
CORPORATE GOVERNANCE

SECTION 4.01. Board Composition.

(a) The Board shall be comprised of five (5) directors (each such director of the Board, a "Director"), as follows: (i) subject to Section 4.01(c), one (1) Director shall be designated by each of (A) Litespeed and (B) Third Avenue; and (ii) the remainder of the Directors, each of whom shall be an Independent Director, shall be elected by a Majority Vote at a Stockholder meeting duly called for such purpose.

(b) Notwithstanding anything to the contrary herein, the right to designate Directors or Board Observers to the Board pursuant to this Section 4.01 (the "Board Designation Rights"), is personal to each Stockholder to whom such rights have been granted, and such rights shall not be transferred in connection with the Transfer of any Common Stock held by such Stockholder or otherwise.

(c) Notwithstanding anything to the contrary herein:

(i) if Litespeed ceases to hold at least twelve and one-half percent (12.5%) of the issued and outstanding Common Stock, Litespeed shall lose its Board Designation Right and shall no longer be entitled to designate a Director to the Board (for the avoidance of doubt, Litespeed shall continue to hold all other rights granted to Stockholders and Majority Stockholders pursuant to this Agreement); and

(ii) if Third Avenue ceases to hold at least twelve and one-half percent (12.5%) of the issued and outstanding Common Stock, Third Avenue shall lose its Board Designation Right and shall no longer be entitled to designate a Director to the Board (for the avoidance of doubt, Third Avenue shall continue to hold all other rights granted to Stockholders and Majority Stockholders pursuant to this Agreement)~~;~~.

(d) The Chairman of the Board (the "Chairman") and any successor Chairman shall be elected or removed from the position of Chairman by a Majority Vote at a Stockholder meeting duly called for any such purpose. For the avoidance of doubt, the Chairman may resign at any time from the position as Chairman and, after any such resignation (or removal as Chairman by Majority Vote), may remain as a Director, subject to Section 4.02.

(e) ~~(d)~~ The names of each Director and the Stockholder, if any, who designated such Director shall be set forth on Schedule B and the Company may amend Schedule B from time to time without the consent of the Board or any Stockholder to reflect any resignation, retirement, removal, replacement or designation of any Director that has been effected pursuant to this Agreement.

SECTION 4.02. Removal and Replacement of Directors.

(a) Each Director will serve on the Board for such term as set forth in the Company Governing Documents. A Director that is ~~appointed~~designated by a Majority Stockholder may be removed from the Board and replaced with a designee of such Majority Shareholder at any time and for any reason (or no reason) only at the direction and upon the approval of such Majority Stockholder; provided, that, in accordance with Section 4.01(d), a Majority Vote is required before any Director serving as Chairman is removed from the Board. Any Director designated by a Stockholder who is no longer entitled to designate such Director pursuant to Section 4.01(c) may be removed upon the approval of a majority of the other Directors; provided, that such Director is not serving as Chairman. Notwithstanding anything to the contrary in this Section 4.02, in the event that a Stockholder loses its right to designate a Director pursuant to Section 4.01(c), the vacancy shall be filled by an Independent Director designated by a majority of the other Directors until such time as such vacancy is filled by a Majority Vote in accordance with Section 4.01(a)(ii).

(b) Any vacancy on the Board (whether caused by the death, incapacity, resignation or removal of a Director) shall be filled by a Director designated by the Majority Stockholder who designated such vacating Director or, in the event that such vacating Director was not designated by a Majority Stockholder, by a Majority

Vote at a meeting duly called for such purpose; provided, that if a vacancy is created as the result of any increase in the number of Directors on the Board, the Majority Stockholders shall be entitled to designate to the Board such additional number of Directors such that the total number of Directors designated by each of the Majority Stockholders as a percentage of the total number of Directors on the Board, shall remain unchanged after giving effect to such increase in the number of Directors on the Board. The Stockholders hereby covenant and agree to use good faith efforts to fill any vacancy on the Board as promptly as reasonably practicable.

SECTION 4.03. Negative Control Rights.

(a) The following actions shall require the approval of a majority of the shares of Common Stock held collectively by the Majority Stockholders (such approval, a "Special Stockholder Approval"):

(i) any increase or decrease in the size of the Board;

(ii) any fundamental changes to the nature of the business of the Company and its Subsidiaries, taken as a whole as of the date hereof, which involves entry by the Company or any of its Subsidiaries into material new and unrelated lines of business or departure by the Company or any of its Subsidiaries from any material lines of its business as of the date hereof;

(iii) any entry by the Company or any of its material Subsidiaries into voluntary liquidation, dissolution or commencement of bankruptcy or insolvency proceedings, the adoption of a plan with respect to any of the foregoing or the decision not to oppose any similar proceeding commenced by a third party;

(iv) any material acquisition of assets or equity interests of any Person or any material disposition of assets or equity interests of the Company or its Subsidiaries, in a single transaction or a series of transactions consummated during any twelve-month period, that would involve aggregate consideration payable or receivable by the Company or its Subsidiaries in excess of $20,000,000;

(v) any redemption, repurchase or other acquisition by the Company of its Equity Securities (other than repurchases of such Equity Securities held by any Company director, officer, employee or consultant in accordance with contractual rights of the Company)~~, other than pursuant to an offer made to all Stockholders *pro rata* in accordance with each such Stockholder's Pro Rata Portion with respect to such Equity Securities (regardless of whether any or all of such Shareholders elect to participate in such redemption, repurchase or other acquisition);~~;

(vi) the incurrence in a single transaction or series of transactions of an aggregate amount of Indebtedness of the Company and its Subsidiaries taken as a whole (other than (A) Indebtedness of the Company and its Subsidiaries as of the date hereof or any refinancing thereof up to the same maximum

principal amount of such Indebtedness outstanding as of the date hereof or (B) capital leases contemplated by the Company's annual budget) in excess of $20,000,000;

(vii) any payment or declaration of any dividend or other distribution on any Common Stock or other Equity Securities of the Company or entering into a recapitalization transaction the primary purpose of which is to pay a dividend, other than intra-company dividends among the Company and its Subsidiaries;

(viii) any authorization, creation (by way of reclassification, merger, consolidation or otherwise) or issuance of any Equity Securities of any kind of the Company or its Subsidiaries (other than (A) pursuant to any equity compensation plan of the Company approved by the Board or a Committee thereof; provided, that any adoption, amendment or termination of an equity compensation plan of the Company shall require Special Stockholder Approval or (B) the issuance of Equity Securities of a Subsidiary of the Company to the Company or a wholly-owned Subsidiary of the Company), including any designation of the rights (including special voting rights) of one or more classes of preferred stock of the Company or any stock split, reclassification or reorganization of the Company's capital structure;

(ix) any acquisition (including joint ventures), merger or disposition of operating businesses or a material amount of assets by the Company or any of its Subsidiaries;

(x) ~~(ix)~~ any determination or authorization of director compensation;

(xi) ~~(x)~~ any adoption, approval or amendment to any option, warrant or equity plan; and

(xii) ~~(xi)~~ any amendment, restatement, modification or waiver of the Company Governing Documents.

(b) The consummation of any transaction or series of related transactions involving the Company or any of its Subsidiaries, on the one hand, and any Stockholder or Director, or any Affiliate or Representative of any Stockholder or Director, on the other hand, other than (i) a transaction or series of related transactions that is (A) consummated in the ordinary course of business of the Company or such Subsidiary, (B) on arm's length terms and (C) *de minimis* in nature (it being understood that any transaction or series of related transactions that involves goods, services, property or other consideration valued in excess of $[10,000] shall not be deemed to be *de minimis*), and (ii) an acquisition of Additional Securities by a Majority Stockholder pursuant to an exercise of its Preemptive Rights pursuant to Section 3.03; provided, that all of the other Majority Stockholders are entitled to Preemptive Rights with respect to such acquisition (each such transaction, a "Related Party Transaction"), shall in each case require the approval of a majority of the Directors, other than those Directors that are (or whose Affiliates or Representative are) party to such Related Party Transaction or have been designated by the Stockholders that are party to, or

whose Affiliates or Representative are party to, such Related Party Transaction (such approval, a "Disinterested Director Approval").

SECTION 4.04. Board Observers.

(a) Each Majority Stockholder shall be entitled to designate one (1) Board observer (a "Board Observer"); provided, that if such Majority Stockholder ceases to hold at least seven percent (7%) of the issued and outstanding Common Stock, it shall no longer be entitled to designate a Board Observer. The Chief Executive Officer of the Company (the "CEO") shall serve as a Board Observer.

(b) Each Board Observer shall have the right to attend (in person or telephonically, at each such Board Observer's discretion) each meeting of the Board as an observer (and not as a Director) and shall not have the right to vote at any such meeting or act on behalf of the Board; provided, that such Board Observer may be excluded from all or any portion of any such meeting to the extent that the Board determines in good faith and upon the advice of counsel to the Company that such exclusion is required to preserve the attorney-client privilege between the Company and its counsel, or to the extent the respective interests of the Company and its Subsidiaries, and those of the Stockholder that such Board Observer represents (or its Affiliates), as to the matter(s) to be discussed or actions to be taken during such portion of such meeting, conflict or could be perceived to conflict (in the good faith judgment of the Board); provided, further, that any exclusion of a Board Observer from all or any portion of any meeting for any reason other than as set forth in the immediately preceding proviso shall require the prior written consent of the Stockholder that is entitled to designate such Board Observer pursuant to this Article IV (such consent not to be unreasonably withheld, conditioned or delayed). The Company will send, or cause to be sent, to each Board Observer the notice of the time and place of any such meeting in the same manner and at the same time as notice is sent to the Directors. The Company shall also provide, or cause to be provided, to each Board Observer copies of all notices, reports, minutes and other documents and materials at the same time and in the same manner as they are provided to the Directors; provided, that the failure to deliver or make available one or more of the items described in this sentence or the preceding sentence shall not affect the validity of any action taken by the Board.

SECTION 4.05. Committees. The Board may, by resolution, designate from among the Directors one or more committees (including an audit committee and a compensation committee) (each, a "Committee"), and delegate to such Committee such power, authority and responsibility as the Board determines is appropriate subject to the limitations set forth in the DGCL or in the establishment of the Committee; provided, however, that in no event shall the Board designate an executive committee or similar committee to exercise all or substantially all of the power of the Board when not in session.

SECTION 4.06. Corporate Opportunity. The Company waives (on behalf of itself and its Subsidiaries), to the maximum extent permitted by law, the application of the doctrine of corporate opportunity, or any other analogous doctrine,

with respect to the Company and its Subsidiaries, to the Stockholders and any transferees thereof pursuant to Section 5.01 or any Directors of the Company ~~who are employees, officers or partners of any of the Stockholders or their Affiliates~~ (other than any such Person who is an employee or officer of the Company or its Subsidiaries). The Company and each Stockholder acknowledges and agrees that no Stockholder nor any of its Affiliates nor any Director ~~who is an employee, officer or partner of a Stockholder or any of its Affiliates~~ (other than any such Person who is an employee or officer of the Company or its Subsidiaries) shall have any obligation to refrain from (i) engaging in the same or similar activities or lines of business as the Company or any of its Subsidiaries or developing or marketing any products or services that compete, directly or indirectly, with those of the Company or any of its Subsidiaries, (ii) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Company or any of its Subsidiaries or (iii) doing business with any client or customer of the Company or any of its Subsidiaries (each of the activities referred to in clauses (i), (ii) and (iii), a "Specified Activity"); provided, that in engaging in any such Specified Activity no confidential information of the Company is used or disclosed in violation of any applicable confidentiality obligations. The Company (on behalf of itself and its Subsidiaries) and each other Stockholder renounces any interest or expectancy in, or in being offered an opportunity to participate in, any Specified Activity that may be presented to or become known to any Stockholder or any of its Affiliates or any Director ~~who is an employee, officer or partner of a Stockholder or any of its Affiliates~~ (other than any such Person who is an employee or officer of the Company or its Subsidiaries).

SECTION 4.07. Additional Governance Matters.

(a) The Stockholders shall vote all of their Common Stock and execute proxies or written consents, as the case may be, and shall take all other necessary action (including nominating and electing Director designees, and calling an annual or special meeting of shareholders and causing their respective Director designees (if any) to vote for or approve or abstain from voting for or approving in respect of matters brought before the Board) in order to ensure that the composition of the Board is as set forth in this Article IV and otherwise to give effect to the provisions of this Article IV.

(b) The Stockholders shall vote all of their Common Stock and execute proxies or written consents, as the case may be, and shall take all necessary action reasonably available within their power, to ensure that the Certificate of Incorporation and the Bylaws both (i) facilitate, and do not at any time conflict with, any provision of this Agreement and (ii) permit the Parties to receive the benefits to which they are entitled under this Agreement. In the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Certificate of Incorporation and the Bylaws, the Company and the Stockholders shall take all necessary action reasonably available within their power to amend the Certificate of

Incorporation and the Bylaws, as the case may be, to eliminate such ambiguity or conflict such that the terms of this Agreement shall prevail.

ARTICLE V
TRANSFERS OF COMMON SHARES

SECTION 5.01. Restrictions on Transfers.

(a) Subject to the terms and restrictions set forth in this Agreement (including in this Article V), any Stockholder may Transfer all or any part of its Common Stock or any right pertaining thereto, including the right to vote or consent on any matter or to receive distributions or advances from the Company pursuant thereto~~; provided, that any Stockholder Transferring of all or part of its Common Stock must also include in such Transfer a proportionate amount of the common stock it holds of Altegrity Holding Corp., and any Stockholder Transferring all or part of the common stock it holds of Altegrity Holding Corp. must include in such Transfer a proportionate amount of its Common Stock.~~.

(b) It shall be a condition precedent to any Transfer otherwise permitted or approved pursuant to this Article V that:

(i) the Transferor shall have provided to the Company written notice of such Transfer on the proposed date of such Transfer;

(ii) ~~(i)~~ the Transferee, in the case of a Transfer of Common Stock, shall have executed and delivered to the Company an Addendum Agreement;

(iii) ~~(ii)~~ the Transfer shall comply with all applicable federal, state or foreign laws, including securities laws;

(iv) ~~(iii)~~ the Transfer will not subject the Company to the registration or reporting requirements of the Investment Company Act of 1940;

(v) ~~(iv)~~ the Transfer shall not impose any ~~material liability or~~ reporting obligation (including pursuant to the Exchange Act) on the Company or any Stockholder (other than the Transferor or the Transferee) in any jurisdiction, whether domestic or foreign, ~~or result in the Company any Stockholder (other than the Transferor or Transferee) becoming subject to the jurisdiction of any court or governmental entity anywhere, other than the states, courts and governmental entities~~other than any jurisdiction in which the Company or such Stockholder is then subject to such ~~material liability,~~ reporting obligation ~~or jurisdiction~~;

(vi) ~~(v)~~ the Transfer shall not cause all or any portion of the assets of the Company to constitute "plan assets" under United States Employee Retirement Income Security Act of 1974, or the Code; and

(vii) ~~(vi)~~ upon the request of the Board, any Stockholder undertaking a Transfer of such Common Stock pursuant to this Article V shall have delivered an opinion of counsel (which, for the avoidance of doubt, may include such Stockholder's in-house legal counsel), in form and substance reasonably satisfactory to the Board that such Transfer complies with the conditions set forth in this ~~Section 5.01(b)~~Section 5.01(b)(i) through ~~(v)~~(vi). The Board may also request officer certificates and representations and warranties from the Transferee and Transferor as to the matters set forth in this Section 5.01(b) and such other factual matters relating to the Transfer as the Board may reasonably request. Under no circumstance will the Board request that the Transferor or Transferee deliver an opinion of counsel or any other certifications, representations or warranties in connection with a Transfer by a Stockholder to one or more of its Affiliates.

(c) Notwithstanding the condition set forth in Section 5.01(b)(i), a Qualified Market Maker (as defined below) that acquires any Common Stock in connection with any Transfer for simultaneous resale shall not be required to execute and deliver to the Company an Addendum Agreement to the extent that such Qualified Market Maker is acting solely in its capacity as a Qualified Market Maker of the Common Stock; provided, however, that any subsequent Transfer of any Common Stock by a Qualified Market Maker shall be void and without effect unless such Transfer complies with each of the conditions set forth in Section 5.01(b)(i) through (vi), including, for the avoidance of doubt, the requirement that the Transferee execute and deliver an Addendum Agreement as set forth in Section 5.01(b)(i). For purposes of this Section 5.01(c), a "Qualified Market Maker" shall mean any Person that (i) holds itself out to the public or to the applicable private markets as standing ready in the ordinary course of business to purchase Common Stock from customers and to sell Common Stock to customers in its capacity as a dealer or market maker in shares of Common Stock and (ii) in fact makes a two-way market in such shares of Common Stock.

SECTION 5.02. Tag-Along Rights.

(a) In the event that one or more Stockholders (the "Selling Stockholders") shall propose to Transfer in one or a series of related transactions an aggregate number of shares of Common Stock collectively held by them (whether directly or indirectly through the Transfer of one or more Affiliates of a Stockholder whose principal assets are shares of Common Stock) equal to ~~seventy-five~~sixty percent (~~75~~60%) or more of the issued and outstanding shares of Common Stock to any Person or Persons (the "Tag-Along Purchaser"), including (for the avoidance of doubt) another Stockholder or Stockholders, in a Transfer permitted or approved in accordance with this Agreement (other than (i) pursuant to a Drag-Along Sale or (ii) pursuant to a public offering in accordance with the Selling Stockholders' exercise of registration rights granted pursuant to a registration rights agreement) (such Transfer, a "Tag-Along Sale"), each other Stockholder shall have the right and option ("Tag-Along Rights"), but not the obligation, to participate in such Tag-Along Sale, at the same price per Common Stock as the Selling Stockholders (which shall take into account all

consideration proposed to be paid by the Tag-Along Purchaser to the Selling Stockholders in connection with such Tag-Along Sale) and on the same terms as the Tag-Along Sale proposed by the Selling Stockholders by Transferring up to its Maximum Tag-Along Portion.

(b) The Selling Stockholders shall notify each Stockholder of any proposed Tag-Along Sale at least fifteen (15) days prior to the proposed effective date of such proposed Tag-Along Sale (a "Tag-Along Notice"). Any Tag-Along Notice shall set forth that the Tag-Along Purchaser has been informed of the Tag-Along Rights in Section 5.02(a) and has agreed to purchase Common Stock held by the Stockholders, the number of shares of Common Stock proposed to be Transferred to the Tag-Along Purchaser, the identity of the Tag-Along Purchaser, the amount and type of consideration proposed to be paid per Common Stock held by each Selling Stockholder, the terms of the Tag-Along Purchaser's financing, if any, the proposed effective date for the Tag-Along Sale, a representative of the Selling Stockholders (for the purposes of receiving notices to be delivered to the Selling Stockholders pursuant to this Agreement) (the "Selling Stockholders Representative") and any other terms and conditions of the Transfer (the "Tag-Along Terms").

(c) Each other Stockholder (each, a "Tag-Along Stockholder") may exercise its Tag-Along Rights in connection with a Tag-Along Sale described in a Tag-Along Notice by delivering notice to the Selling Stockholders Representative within ten (10) days from the date of receipt of the Tag-Along Notice. The Tag-Along Rights of the Tag-Along Stockholders pursuant to this Section 5.02 shall terminate with respect to such proposed Transfer if not exercised within such ten (10)-day period. Such notice from a Selling Stockholders Representative shall specify the number of shares of Common Stock which such Tag-Along Stockholder wishes to include in the proposed Transfer if less than the Maximum Tag-Along Portion. In no event shall any Tag-Along Stockholder be permitted to sell more than its Maximum Tag-Along Portion in connection with a Tag-Along Sale. The exercise by a Tag-Along Stockholder of Tag-Along Rights as set forth in such notice (the "Tag-Along Exercise") shall be irrevocable, and, to the extent such offer is accepted, the Tag-Along Stockholder shall be bound and obligated to Transfer on the same terms and conditions, with respect to each share of Common Stock Transferred, as the Selling Stockholders, up to such amount of Common Stock specified in such Tag-Along Exercise; provided, however, that if the principal terms of the Tag-Along Sale change with the result that the per Common Stock price shall be less than the per Common Stock price set forth in the Tag-Along Notice or the other terms and conditions shall be less favorable to the Tag-Along Stockholders than those set forth in the Tag-Along Notice, such Tag-Along Stockholder shall have five (5) Business Days to consider such changes and shall be permitted to withdraw its Tag-Along Exercise by written notice to the Selling Stockholders Representative and upon such withdrawal shall be released from its obligations thereunder.

(d) The Selling Stockholders shall attempt to obtain the inclusion in the Tag-Along Sale of (i) all of the Common Stock that each Tag-Along

Stockholder has elected to Transfer in its Tag-Along Exercise, and (ii) all of the Common Stock that the Selling Stockholders proposed to Transfer in its Tag-Along Notice (such Common Stock collectively, the "Tag-Along Stock"). In the event the Selling Stockholders shall be unable to obtain the inclusion of such entire amount of Tag-Along Stock in the Tag-Along Sale, the amount of Tag-Along Stock shall be allocated among the Tag-Along Stockholders which have delivered a Tag-Along Exercise in accordance with Section 5.02(c) and the Selling Stockholders in proportion, as nearly as practicable, as follows:

(i) there shall be first allocated to each such Tag-Along Stockholder a number of shares of Common Stock equal to the lesser of (A) the number of shares of Common Stock included by such Tag-Along Stockholder in its Tag-Along Exercise, and (B) a number of shares of Common Stock equal to (x) the number of shares of Common Stock that the Tag-Along Purchaser has agreed to acquire in such Tag-Along Sale, multiplied by (y) such Tag-Along Stockholder's Percentage Interest;

(ii) there shall then be allocated to each such Selling Stockholder a number of shares of Common Stock equal to the lesser of (A) the number of shares of Common Stock included by such Selling Stockholder in the Tag-Along Notice, and (B) a number of shares of Common Stock equal to (x) the number of shares of Common Stock that the Tag-Along Purchaser has agreed to acquire in such Tag-Along Sale, multiplied by (y) such Selling Stockholder's Percentage Interest; and

(iii) the balance, if any, not allocated pursuant to clauses (i) and (ii) above shall be allocated to the Selling Stockholders *pro rata* in accordance with the number of shares of Common Stock to be sold by each Selling Stockholder in the Tag-Along Sale, or in such other manner as the Selling Stockholders may otherwise agree.

(e) Following the expiration of the ten (10)-day period referred to in Section 5.02(c), the Selling Stockholders shall notify each Tag-Along Stockholder, which shall have exercised its Tag-Along Rights in accordance with this Section 5.02, of the amount of Tag-Along Stock that such Tag-Along Stockholder may include in the Tag-Along Sale pursuant to this Section 5.02. Each such Tag-Along Stockholder shall then be entitled and obligated to sell to the Tag-Along Purchaser such amount of Tag-Along Stock on the Tag-Along Terms, subject to the proviso in Section 5.02(c). Each participating Tag-Along Stockholder shall, and shall cause each of its Affiliates to, cooperate in connection with such Tag-Along Sale and take all steps reasonably necessary or reasonably requested by the Company, the Selling Stockholders and the Tag-Along Purchaser to Transfer its Tag-Along Stock in such Tag-Along Sale to the Tag-Along Purchaser and otherwise consummate such Tag-Along Sale on the Tag-Along Terms (including by executing any purchase agreements, escrow agreements or related documents, including instruments of Transfer and providing customary several, but not joint, representations, warranties and indemnities concerning such participating Tag-Along Stockholder's valid ownership of its Tag-Along Stock, free and

clear of all Liens and encumbrances (other than those arising under this Agreement, applicable securities laws or in connection with such Tag-Along Sale) and such Tag-Along Stockholder's authority, power and right to enter into and consummate agreements relating to such transactions without violating any applicable law or other agreement; provided, however, that such agreements, documents or instruments shall not contain any non-competition or similar restrictive covenants). Without limiting the generality of the immediately preceding sentence, each participating Tag-Along Stockholder and each Selling Stockholder shall, subject to the provisions of any definitive agreement (including any limitations on indemnification set forth therein) entered into in connection with such Tag-Along Sale, indemnify, defend and hold harmless the Tag-Along Purchaser in any Tag-Along Sale, *pro rata* in accordance with the amount of consideration received by such Tag-Along Stockholder or the Selling Stockholder, as applicable, in connection with such Tag-Along Sale as a proportion of the aggregate amount of consideration received by all such Tag-Along Stockholder and such Selling Stockholder in connection with such Tag-Along Sale, from and against any losses, damages and liabilities arising from or in connection with (i) any breach of any representation, warranty, covenant or agreement of the Company in connection with such Tag-Along Sale, and (ii) any other indemnification obligation in connection with such Tag-Along Sale relating to the business or potential liabilities of the Company and its Subsidiaries; provided, that the terms of such indemnification obligation applicable to each Tag-Along Stockholder shall be consistent with terms applicable to the Selling Stockholders. Notwithstanding anything to the contrary herein, the aggregate liability of any Tag-Along Stockholder under any definitive agreement entered into in connection with such Tag-Along Sale shall not exceed the consideration actually received by such Tag-Along Stockholder in connection with such Tag-Along Sale. All reasonable fees and expenses incurred by the Selling Stockholders and each Tag-Along Stockholder (including in respect of financial advisors, accountants and counsel) in connection with a Tag-Along Sale pursuant to this Section 5.02 shall be shared by the Selling Stockholders and each Tag-Along Stockholder participating in such Tag-Along Sale *pro rata* in accordance with the amount of proceeds to be received by each such Selling Stockholder and Tag-Along Stockholder in such Tag-Along Sale.

(f) In the event that, following delivery of a Tag-Along Notice, the ten (10)-day period set forth in Section 5.02(c) shall have expired without any valid exercise of the rights under Section 5.02(c) by any Tag-Along Stockholder, the Selling Stockholders shall have the right, during the ninety (90)-day period following the expiration of such ten (10)-day period, to Transfer to the Tag-Along Purchaser, their Common Stock on the Tag-Along Terms without any further obligation under this Section 5.02. In the event that the Selling Stockholders shall not have consummated such Transfer within such ninety (90)-day period, any subsequent proposed Tag-Along Sale shall once again be subject to the terms of this Section 5.02.

(g) The provisions of this Section 5.02 shall terminate upon the earlier of the occurrence of an IPO and a Change of Control.

SECTION 5.03. Drag-Along Rights.

(a) In the event that one or more Majority Stockholders (the "Dragging Stockholders") collectively holding more than fifty percent (50%) of the issued and outstanding shares of Common Stock receive an offer from a third party (a "Drag-Along Purchaser") to purchase or otherwise acquire in a transaction (or series of related transactions) all or substantially all (but not less than all or substantially all) of the issued and outstanding shares of Common Stock (whether directly or indirectly, including for the avoidance of doubt, through a Transfer of the direct or indirect Equity Securities of any or all of the Stockholders) (such transaction, a "Drag-Along Sale"), then the Dragging Stockholders shall provide written notice to each Stockholder at least thirty (30) days prior to the proposed effective date of the proposed Drag-Along Sale (the "Drag-Along Notice") which notice shall set forth that the Drag-Along Purchaser has been informed of the provisions of this Section 5.03 and has agreed to consummate a Drag-Along Sale, the number of shares of Common Stock (the "Drag-Along Stock") proposed to be acquired in such proposed Drag-Along Sale by the Drag-Along Purchaser (where applicable), the identity of the Drag-Along Purchaser, the amount and type of consideration proposed to be paid per Drag-Along Stock, the proposed closing date of such proposed Drag-Along Sale and any other material terms and conditions of such proposed Drag-Along Sale (the "Drag-Along Terms").

(b) If the Dragging Stockholders propose to consummate a Drag-Along Sale, each Stockholder shall (i) be bound and obligated to sell a proportionate amount (but excluding any Common Stock distributed by such Stockholders under any management incentive plan or pursuant to any warrants**)** of its Common Stock in the proposed Drag-Along Sale on the Drag-Along Terms; and (ii) shall receive the same form and amount of consideration per Common Stock to be received by each other Stockholder in such proposed Drag-Along Sale for its Common Stock. If any Stockholder is given an option as to the form and amount of consideration to be received, each other Stockholder will be given the same option. Unless otherwise agreed by the Stockholders, any non-cash consideration shall be allocated among the Common Stock held by the Stockholders *pro rata* based on the aggregate amount of such consideration to be received in respect of such Common Stock. If the Dragging Stockholders have not completed the proposed Drag-Along Sale within one hundred eighty (180) days after the date of delivery of the Drag-Along Notice, the Drag-Along Notice shall be null and void, each Stockholder shall be released from its obligations under the Drag-Along Notice and it shall be necessary for a separate Drag-Along Notice to be furnished and the terms and provisions of this Section 5.03 separately complied with, in order to consummate such proposed Drag-Along Sale pursuant to this Section 5.03; provided, however, that if the Dragging Stockholders shall have executed a definitive agreement within such period, the terms of any such definitive agreement shall continue to apply to such Drag-Along Sale and the Stockholders shall not be released from their obligations under this Section 5.03 unless and until such definitive agreement is terminated.

(c) Each Stockholder shall cooperate in connection with the Drag-Along Sale and take all steps reasonably necessary or reasonably requested by the Company, the Drag-Along Purchaser and the other Stockholders to Transfer its Drag-Along Stock in such Drag-Along Sale to the Drag-Along Purchaser and otherwise consummate the Drag-Along Sale on the Drag-Along Terms (including by waiving any appraisal or dissenter's rights that may exist under any applicable law, voting for or consenting to any merger, consolidation, sale of assets or similar transaction, executing any purchase agreements, merger agreements, escrow agreements or related documents, including instruments of Transfer and providing customary several, but not joint, representations, warranties and indemnities concerning such Stockholder's valid ownership of its Stock, free and clear of all Liens and encumbrances (other than those arising under applicable securities laws or in connection with the Drag-Along Sale) and such Stockholder's authority, power, and right to enter into and consummate agreements relating to such transactions without violating any applicable law or other agreement; provided, however, that such agreements, documents or instruments shall not contain any non-competition or similar restrictive covenants). Without limiting the generality of the immediately preceding sentence, each Stockholder shall, subject to the provisions of any definitive agreement (including any limitations on indemnification set forth therein) entered into in connection with a Drag-Along Sale, indemnify, defend and hold harmless the Drag-Along Purchaser in any Drag-Along Sale, *pro rata* in accordance with the amount of consideration received by such Stockholder in connection with such Drag-Along Sale as a proportion of the aggregate amount of consideration received by all such Stockholders in connection with such Drag-Along Sale, from and against any losses, damages and liabilities arising from or in connection with (i) any breach of any representation, warranty, covenant or agreement of the Company in connection with such Drag-Along Sale, and (ii) any other indemnification obligation in connection with such Drag-Along Sale relating to the business or potential liabilities of the Company and its Subsidiaries; provided, that if the Drag-Along Purchaser is a Stockholder, the terms of such indemnification obligation applicable to each other Stockholder shall be consistent with terms applicable to the Dragging Stockholders. Notwithstanding anything to the contrary herein, the aggregate liability of any Stockholder under any definitive agreement entered into in connection with such Drag-Along Sale shall not exceed the consideration actually received by such Stockholder in connection with such Drag-Along Sale.

(d) The provisions of this Section 5.03 shall terminate upon the consummation of a Change of Control; provided, however, for purposes of this Section 5.03(d), all references to "80%" in the definition of Change of Control shall be deemed to be references to "50%."

SECTION 5.04. Triggered Sale.

(a) One or more Majority Stockholders (the "Initiating Stockholders") collectively holding more than fifty percent (50%) of the issued and outstanding shares of Common Stock shall have the right to cause, at any time, a sale of any Subsidiary (by merger, reorganization, sale of stock or assets or otherwise) (a

"Triggered Sale") to a third party (other than Affiliates of any Stockholder or portfolio companies controlled by any Stockholder or group of Stockholders). The Company shall take all actions necessary or reasonably requested to consummate any such Triggered Sale and shall use its best efforts to assure the success thereof, including (without limitation) (i) securing the services of an investment bank, selected by the Initiating Stockholders and reasonably acceptable to the Company, to assist in procuring a purchaser; (ii) preparing or assisting in the preparation of due diligence materials; (iii) making such due diligence materials available to prospective purchasers; (iv) making its Directors, officers and employees available to prospective purchasers for presentations and due diligence interviews, and (v) entering into customary agreements with respect to the Triggered Sale.

(b) The Company and the Stockholders hereby agree (and such obligation will be enforceable by the Company and the other Stockholders), whether in their capacity as a stockholder, officer or Director of the Company, or otherwise, subject to their compliance with any applicable fiduciary duties, to cooperate in any Triggered Sale (at the expense of the Company), including attending and participating in meetings as reasonably requested by the Initiating Stockholders, and not to intentionally take any action the effect of which is to prejudice such Triggered Sale or breach the provisions of this Section 5.04.

ARTICLE VI
MISCELLANEOUS

SECTION 6.01. Expenses. Except as otherwise provided herein or in the Company Governing Documents, each Stockholder shall bear its own expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its Representatives.

SECTION 6.02. Further Assurances. Each Stockholder agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of the Board, may be necessary or advisable to carry out the intent and purposes of this Agreement. Without limiting the generality of the foregoing, each Stockholder shall vote its Common Stock and any Common Stock it holds proxies or powers of attorney with respect to or execute consents, as the case may be, and take all other necessary action, to ensure that the Company Governing Documents facilitate and do not at any time conflict with any provision of this Agreement and permit the Stockholders to receive the benefits to which the Stockholders are entitled under this Agreement. Subject to compliance with all Applicable Governance Rules, the Company agrees that it will (and will cause its officers and its Subsidiaries to take all such action as shall be necessary (including by voting all Stock or other Equity Securities that it holds in each of its Subsidiaries, either in a meeting or in an action by written consent) to ensure that the Company Governing Documents or other applicable governing documents of each of its Subsidiaries are consistent with, and do not conflict with, any provision of this Agreement and that the

boards of directors, general partners, managing members or other applicable governing body or persons for each such Subsidiary shall act in accordance with the provisions of this Agreement.

SECTION 6.03. Notices.

(a) Except as otherwise expressly provided in this Agreement, all notices, requests and other communications to any Party hereunder shall be in writing (including a facsimile, electronic mail or similar writing) and shall be given to such Party at the address, facsimile number or electronic mail address specified for such Party on Schedule A hereto, as applicable (or in the case of the Company, Section 6.03(b)) or as such Party shall hereafter specify for the purpose by notice to the other Parties. Each such notice, request or other communication shall be effective (i) if personally delivered, on the date of such delivery, (ii) if given by facsimile, at the time such facsimile is transmitted and the appropriate confirmation is received, (iii) if given by electronic mail, at the time such electronic mail is received in readable form, (iv) if delivered by an internationally-recognized overnight courier, on the next Business Day after the date when sent, (v) if delivered by registered or certified mail, three (3) Business Days (or, if to an address outside the United States, seven (7) days) after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, or (vi) if given by any other means, when delivered at the address specified on Schedule A or in Section 6.03(b), as applicable.

(b) All notices, requests or other communications to the Company hereunder shall be delivered to the Company at the following address and/or facsimile number in accordance with the provisions of Section 6.03(a):

[New Altegrity Holdco 1]
[●]
Attention: [●]
Facsimile: [●]

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Jeffrey D. Marell
Facsimile: (212) 492-0105

SECTION 6.04. No Third Party Beneficiaries. Notwithstanding anything herein or in any other agreement to the contrary, this Agreement is not intended to confer any rights or remedies upon, and shall not be enforceable by any Person other than (a) the actual Parties hereto and (b) their respective successors and permitted assigns.

SECTION 6.05. Relationship of Parties. Nothing contained herein shall constitute the Stockholders as members of any partnership, joint venture, association, syndicate, or other entity, or be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of another party.

SECTION 6.06. Waiver; Cumulative Remedies. No failure by any Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach of such or any other covenant, agreement, term or condition shall operate as a waiver of such or any other covenant, agreement, term or condition of this Agreement. Any Stockholder by notice given in accordance with Section 6.03 may, but shall not be under any obligation to, waive any of its rights or conditions to its obligations hereunder, or any duty, obligation or covenant of any other Stockholder. No waiver shall affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any Party shall not preclude or waive its right to exercise any or all other rights or remedies.

SECTION 6.07. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The Parties hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the Parties: (a) agrees that this Agreement involves at least US $100,000.00; (b) agrees that this Agreement has been entered into by the Parties in express reliance upon 6 Del. C. § 2708(a); (c) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby; (d) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement, the Company Governing Documents or the transactions contemplated hereby except in such courts; (e) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement, the Company Governing Documents or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum; (f) irrevocably acknowledges and agrees that it is a commercial business entity and is a separate entity distinct from its ultimate equity holder and/or the executive organs of the government of any state and is capable of suing and being sued; (g) agrees that its entry into this constitutes, and the exercise of its rights and performance of its obligations hereunder will constitute, private and commercial acts performed for private and commercial purposes that shall not be deemed as being entered into in the exercise of any public function; (h) irrevocably appoints [The Corporation Service Company] as its agent for the sole purpose of receiving service of process or other legal summons in

connection with any such dispute, litigation, action or proceeding brought in such courts and agrees that it will maintain [The Corporation Service Company] at all times as its duly appointed agent in the State of Delaware (and the Company shall reasonably assist each Stockholder, to the extent requested by such Stockholder, with such appointment, including by informing [The Corporation Service Company] of such appointment and assisting such Stockholder with the delivery of any documentation required for such appointment to [The Corporation Service Company][2]) for the service of any process or summons in connection with any such dispute, litigation, action or proceeding brought in such courts and, if it fails to maintain such an agent during any period, any such process or summons may be served on it by mailing a copy of such process or summons by an internationally-recognized courier service to the address set forth next to its name in Schedule A or with respect to the Company, the address set forth in Section 6.03(b), with such service deemed effective on the fifth (5th) day after the date of such mailing; and (i) agrees that a final judgment in any such action or proceeding and from which no appeal can be made shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties agree that any violation of this Section 6.07 shall constitute a material breach of this Agreement and shall constitute irreparable harm.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf attachment to electronic mail shall be effective as delivery of a manually executed counterpart to this Agreement.

SECTION 6.09. Entire Agreement. This Agreement and the Company Governing Documents constitute the entire agreement among the Parties pertaining to the subject matter hereof and thereof and supersedes all prior agreements and understandings of the Parties in connection herewith and therewith, and no covenant, representation or condition not expressed in this Agreement or the Company Governing Documents shall affect, or be effective to interpret, change or restrict, the express provisions of this Agreement.

SECTION 6.10. Headings. The titles of Articles and Sections of this Agreement are for convenience only and do not define or limit the provisions hereof.

SECTION 6.11. Termination of Agreement. Upon the earlier of the occurrence of an IPO and a Change of Control, all rights and obligations of the Stockholders under the terms and conditions of this Agreement shall terminate without any further liability or obligation to the Company, the Stockholders or otherwise, except

[2] Note to Draft: To be determined.

for the rights and obligations set forth in or provided for under Article IV and Article VI, which shall survive such termination in accordance with their terms.

SECTION 6.12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

SECTION 6.13. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 6.14. Amendment. Except as otherwise expressly provided herein, this Agreement may be amended, modified or supplemented, and any provision hereof and/or thereof may be waived, only by a written instrument duly approved by the Stockholders that together hold, in the aggregate, at least a 50.1% Percentage Interest and duly executed by the Company; provided, however, that no such amendment shall be effective as to a particular Stockholder if such amendment would materially and adversely affect such Stockholder without similarly and proportionately adversely affecting all Stockholders ~~similarly situated~~, unless such Stockholder has voted in favor thereof. For the avoidance of doubt, no right granted to a Majority Stockholder by Section 4.01(a) or Section 4.04(a) shall be amended or otherwise modified without the affirmative vote of such Majority Stockholder. In the event of the amendment or modification of this Agreement in accordance with its terms, the Board shall meet within thirty (30) days following such amendment or modification (or as soon thereafter as is practicable) for the purpose of adopting any amendment to the Company Governing Documents that may be advisable as a result of such amendment or modification to this Agreement, and, to the extent the Company is not permitted to effect such amendment to the Company Governing Documents without the approval of the Stockholders, proposing such amendments to the Company Governing Documents to the Stockholders entitled to vote thereon. The Stockholders hereby agree to vote in favor of such amendments to the Company Governing Documents.

SECTION 6.15. Confidentiality.

(a) Each of the Stockholders shall, and shall direct those of its directors, officers, members, shareholders, partners, employees, attorneys, accountants, consultants, trustees, Affiliates and other Representatives (the "Stockholder Parties") who have access to Confidential Information to, keep confidential and not disclose any Confidential Information without the express consent, in the case of Confidential Information acquired from the Company, of the Board or, in the case of Confidential Information acquired from another Stockholder, such other Stockholder, unless:

(i) such disclosure shall be required by applicable law, governmental rule or regulation, court order, legal process, or administrative or arbitral proceeding;

(ii) such disclosure is reasonably required in connection with any tax audit involving the Company or any Stockholder;

(iii) such disclosure is reasonably required in connection with any litigation against or involving the Company or any Stockholder; or

(iv) such disclosure is reasonably required in connection with any proposed Transfer of all or any part of such Stockholder's Stock; provided, that with respect to any such use of any Confidential Information referred to in this clause (iv), advance notice must be given to the Board so that it may require any proposed Transferee that is not a Stockholder to enter into a confidentiality agreement with terms substantially similar to the terms of this Section 6.15 (excluding this clause (iv)) prior to the disclosure of such Confidential Information.

(b) "Confidential Information" shall mean any information related to the activities of the Company, the Stockholders and their respective Affiliates that a Stockholder may acquire from the Company or the Stockholders, other than information that (i) is already available through publicly available sources of information (other than as a result of disclosure by such Stockholder), (ii) was available to a Stockholder on a non-confidential basis prior to its disclosure to such Stockholder by the Company or another Stockholder, or (iii) becomes available to a Stockholder on a non-confidential basis from a third party, provided such third party is not known by such Stockholder, after reasonable inquiry, to be bound by this Agreement or another confidentiality agreement with the Company. Such Confidential Information may include information that pertains or relates to the business and affairs of any other Stockholder or any other Company matters. Confidential Information may be used by a Stockholder and its Stockholder Parties only in connection with Company matters and in connection with the maintenance of its Stock. Notwithstanding the foregoing, with respect to Confidential Information related to the Company and its Affiliates, the Company expressly acknowledges and agrees that each Majority Stockholder and certain of its Affiliates are investment advisers that advise funds and accounts with respect to investments in entities that may be engaged in businesses similar to or otherwise directly or indirectly related to those conducted by the Company or its

Affiliates and that the Confidential Information may influence the views of such Majority Stockholder or its adviser Affiliates on investments in entities engaged in businesses similar to or otherwise directly or indirectly related to those conducted by the Company or its Affiliates or in entities in other businesses or industries. Accordingly, although each Majority Stockholder is subject to the obligations set forth in this Section 6.15, any investment by a fund or account advised by such Majority Stockholder or any of its adviser Affiliates in any such entity shall not standing alone be cause for the institution of legal action by the Company that such Majority Stockholder has failed to observe the obligations of confidentiality or use set forth herein.

(c) In the event that any Stockholder or any Stockholder Parties of such Stockholder is required to disclose any of the Confidential Information, such Stockholder shall use commercially reasonable efforts to provide the Company with prompt written notice so that the Company may, at the Company's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and such Stockholder shall use commercially reasonable efforts to cooperate with the Company in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Section 6.15, such Stockholder and its Stockholder Parties shall furnish only that portion of the Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information shall be accorded confidential treatment.

SECTION 6.16. Representation by Counsel. Each of the Parties has been represented by and has had an opportunity to consult with legal counsel in connection with the drafting, negotiation and execution of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or arbitrator or any Governmental Authority by reason of such Party having drafted or being deemed to have drafted such provision.

SECTION 6.17. Exhibits and Schedules. All Exhibits and Schedules attached to this Agreement are incorporated and shall be treated as if set forth herein.

SECTION 6.18. Specific Performance. The Parties acknowledge that money damages may not be an adequate remedy for breaches or violations of this Agreement and that any Party, in addition to any other rights and remedies which the Parties may have hereunder or at law or in equity, may, in its sole discretion, apply to a court of competent jurisdiction in accordance with Section 6.07 for specific performance or injunction or such other equitable relief as such court may deem just and proper in order to enforce this Agreement in the event of any breach of the provisions of this Agreement or prevent any violation hereof and, to the extent permitted by applicable law, each Party hereby waives (a) any objection to the imposition of such relief, and (b) any requirement for the posting of any bond or similar collateral in connection therewith.

SECTION 6.19. Reliance on Authority of Person Signing Agreement. If a Stockholder is not a natural person, neither the Company nor any other Stockholder will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

SECTION 6.20. Restriction on Voting. If, pursuant to this Agreement, any Stockholder is not entitled to cast a vote, give a consent or provide or withhold any approval under this Agreement or otherwise, the determination as to whether the matter under consideration has been approved or consented to shall be made without regard to the voting or approval rights of such Stockholder in counting the necessary votes, consents or approvals.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

THE COMPANY:

[NEW ALTEGRITY HOLDCO 1]

By: _____
Name:
Title:

STOCKHOLDER:

[CAPITAL RESEARCH AND MANAGEMENT COMPANY]

By: _____
Name:
Title:

STOCKHOLDER:

LITESPEED MASTER FUND, LTD.

By: _____
Name:
Title:

STOCKHOLDER:

MUDRICK CAPITAL MANAGEMENT, LP

By: _____
Name:
Title:

STOCKHOLDER:

THIRD AVENUE MANAGEMENT LLC

By: _____
Name:
Title:

Schedule A

Common Stock Ownership of the Stockholders; Percentage Interest; Notice Information; Capitalization

Stockholders:

Name	Number of Shares of Common Stock Held of Record	Percentage Interest	Notice Information
[Capital Research and Management Company]	[●]	[●]%	[●]
Litespeed Master Fund, Ltd.	[●]	[●]%	[●]
Mudrick Capital Management, LP	[●]	[●]%	[●]
Third Avenue Management LLC	[●]	[●]%	[●]

Capitalizations

Class of Stock	Amount of Stock Authorized	Amount of Stock Outstanding
Common Stock	[●]	[●]

Schedule B

Directors

[●]

Exhibit A

Amended and Restated Certificate of Incorporation

(See attached.)

Exhibit B

Bylaws

(See attached.)

Exhibit C

Form of Addendum Agreement

This Addendum Agreement (this "Addendum Agreement") is made this [●] day of [●], 20[●], by and among [●] (the "Transferee"), [●] (the "Transferor") and [New Altegrity Holdco 1], a Delaware corporation (the "Company"), pursuant to the terms of that certain Stockholders Agreement, dated as of [●], 2015, by and among the Company and those shareholders of the Company that are signatories thereto (including all exhibits and schedules thereto, the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the Company and the Stockholders entered into the Agreement to impose certain restrictions and obligations upon themselves, and to provide certain rights, with respect to the Company, the Stockholders and the Stock;

WHEREAS, the Transferee is acquiring Common Stock pursuant to a Transfer, in accordance with the Agreement and in such amount as set forth in Section 4 below (the "Acquired Stock"); and

WHEREAS, the Agreement requires that any Person to whom Common Stock is Transferred must enter into an Addendum Agreement binding the Transferee to the Agreement to the same extent as if it were an original party thereto and imposing the same restrictions and obligations upon the Transferee and the Acquired Stock as are imposed upon the Stockholders and the Common Stock under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and as a condition of the purchase or receipt by the Transferee of the Acquired Stock, the Transferee acknowledges and agrees as follows:

1. The Transferee has received and read the Agreement and acknowledges that the Transferee is acquiring the Acquired Stock in accordance with and subject to the terms and conditions of the Agreement.

2. By the execution and delivery of this Addendum Agreement, the Transferee represents and warrants to, and agrees with the Company and the Transferor that the following statements are true and correct as of the date hereof:

(a) The Transferee is holding the Acquired Stock for its own account solely for investment and not with a view to resale or distribution thereof other than in compliance with all applicable securities laws and the Agreement.

(b) If the Transferee is an entity, the Transferee is duly organized and validly existing under the laws of its jurisdiction of organization. If the Transferee is a natural person, such Transferee has full legal capacity.

(c) Except as expressly disclosed in writing to the Company and the other Parties, the execution, delivery and performance by the Transferee of this Addendum Agreement are within the Transferee's corporate or other powers, as applicable, have been duly authorized by all necessary corporate or other action on its behalf (or, if the Transferee is an individual, are within such Transferee's legal right, power and capacity), require no consent, approval, permit, license, order or authorization of, notice to, action by or in respect of, or filing with, any Governmental Authority on the part of the Transferee (except as expressly disclosed in writing to the Board prior to the date hereof), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of applicable law or of any judgment, order, writ, injunction or decree or any agreement or other instrument to which the Transferee is a party or by which the Transferee or any of the Transferee's properties is bound. This Addendum Agreement has been duly executed and delivered by the Transferee and constitutes a valid and binding agreement of the Transferee, enforceable against the Transferee in accordance with its terms, subject to the Enforceability Exceptions.

(d) The Transferee acknowledges that the Transfer of the Acquired Stock and any related offering have not been and will not be registered under the Securities Act, and, to the extent an offer or sale is involved, are being made in reliance upon federal and state exemptions for transactions not involving a public offering. In furtherance thereof, the Transferee represents and warrants that it is an "accredited investor" (as defined in Regulation D promulgated under the Securities Act) and the Transferee has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the risks of its investment in the Acquired Stock. The Transferee agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Regulation D promulgated under the Securities Act with respect to the offer and sale of the interests in the Company. In connection with its acquisition of the Acquired Stock, the Transferee meets all the applicable suitability standards imposed on it by applicable law.

(e) The Transferee has been given the opportunity to (i) ask questions of, and receive answers from, the Company concerning the terms and conditions of the Acquired Stock and other matters pertaining to an investment in the Company and (ii) obtain any additional information necessary to evaluate the merits and risks of an investment in the Company that the Company can acquire without unreasonable effort or expense. In considering its investment in the Acquired Stock, the Transferee has evaluated for itself the risks and merits of such investment, and is able to bear the economic risk of such investment, including a complete loss of capital, and in addition has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company or its Subsidiaries or any director, officer, employee, agent or Affiliate of such Persons, other than as set forth in the Agreement. The Transferee has carefully considered and has, to the extent

it believes necessary, discussed with legal, tax, accounting and financial advisors the suitability of an investment in the Company in light of its particular tax and financial situation, and has determined that the Acquired Stock are a suitable investment for such Transferee.

(f) The Transferee does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the execution, delivery or performance of this Addendum Agreement by the Transferee.

3. The Transferee agrees that the Acquired Stock are bound by and subject to all of the terms and conditions of the Agreement, and hereby joins in, and agrees to be bound by, and shall have the benefit of, all of the terms and conditions of the Agreement to the same extent as if the Transferee were an original party to the Agreement; provided, however, that the Transferee's joinder in the Agreement shall not constitute a joinder of the Transferee as a Party to the Agreement unless and until the Company executes this Addendum Agreement confirming the due joining of the Transferee as a Party to the Agreement. This Addendum Agreement shall be attached to and become a part of the Agreement.

4. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Transferor and the Transferee, the Transferor hereby Transfers absolutely to the Transferee the Acquired Stock, including, for the avoidance of doubt, all rights, title and interest in and to the Acquired Stock, with effect from the date hereof. It is hereby confirmed by the Transferor that the Transferor has complied in all respects with the provisions of the Agreement with respect to the Transfer of the Acquired Stock. The amount of Common Stock currently held by the Transferor, and the amount of Acquired Stock to be transferred and assigned pursuant to this Addendum Agreement, are as follows:

Amount of Common Stock Held by the Transferor	**Amount of Acquired Stock**
[ ]	[ ]

5. The Transferee hereby agrees to accept the Acquired Stock and hereby agrees and consents to become a Party and hereby is admitted as a Party.

6. Any notice, request or other communication required or permitted to be delivered to the Transferee pursuant to the Agreement shall be given to the Transferee at the address and/or facsimile number listed beneath the Transferee's signature below.

7. This Addendum Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[*Remainder of Page Intentionally Left Blank.*]

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

THE COMPANY: **[NEW ALTEGRITY HOLDCO 1]**

By: _____
Name:
Title:

TRANSFEROR: **[INSERT NAME]**

By: _____
Name:
Title:

TRANSFEREE: **[INSERT NAME]**

By: _____
Name:
Title:

[INSERT TRANSFEREE'S ADDRESS]

Exhibit B-4
Board of Directors of New Altegrity (Revised Filing)

Exhibit B-4
Board of Directors of New Altegrity

Debtor Entity	Officers	Directors
New Altegrity	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – Senior Vice President, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	Steven Sharpe – Chairman Alfred T. Mockett Andrew Prozes David L. Resnick Thomas P. Staudt

The Boards of Directors of New Altegrity and Altegrity Holding Corp.

The following individuals will serve as the initial directors of the Board of Directors of New Altegrity and the Board of Directors of Altegrity Holding Corp. following the Effective Date—Alfred T. Mockett, Andrew Prozes, David L. Resnick, Steven Sharpe and Thomas P. Staudt. Initial director compensation shall be set by the Consenting Junior Lien Creditors and shall thereafter be approved by the compensation committee of the Board of Directors of New Altegrity and the compensation committee of the Board of Directors of Altegrity Holding Corp.

(Chairman) Steven Sharpe, Managing Director of The EmBeSa Corporation. Mr. Sharpe also serves as Chairman of Madalena Energy Inc. Previously, Mr. Sharpe served as Non-Executive Chairman and Director of Advantage Oil & Gas Ltd., Chief Executive Officer and Director of C.A. Bancorp, Inc., Senior Advisor of Franklin Capital Partners, Inc., Interim Chief Executive Officer at Longview Oil Corp., Director of Renegade Petroleum Ltd., Non-Executive Chairman and Director of Longview Oil Corp., Chief Executive Officer and Director of Prime Restaurants Royalty Income Fund (subsequently, Prime Restaurants Inc.), Co-Founder, Senior Advisor, and Co-Managing Partner of Blair Franklin Capital Partners Inc. and Independent Director of Altamira Investment Services Inc. Mr. Sharpe was also Executive Vice President of the Kroll-O'Gara Company.

Alfred T. Mockett, Independent Director of Altegrity, Inc., Altegrity Holding Corp., Altegrity Acquisition Corp., and US Investigations Services, LLC. Mr. Mockett also serves as Chairman of Hibu Group 2013 Limited. Previously, Mr. Mockett served as Chief Executive Officer of Dex One Corporation, Chairman of the Board and Chief Executive Officer of Motive, Inc., Corinthian Capital LLC and American Management Systems, Inc. and Chief Executive Officer of BT Ignite. He has also held directorships at various public and private companies, and charitable organizations, including: MCI Inc., Rogers Communications Inc., Starhub Limited, Viag Interkom, ETF, Albacom Limited, the Committee for Economic Development, Wolftrap Foundation for the Arts, Federal City Council, Transplant America and the Philbrook Museum of Art.

Andrew Prozes, Executive Chairman of Alert Global Media (ACAMS) and Scribestar. Mr. Prozes serves on the boards of Transunion, Interactive Data Corporation, Asset International, Synaptive and Ethoca. He serves on the Board of Directors and chairs the Human Resources & Compensation Committee for Cott Corporation, and also chairs the Compensation Committees for Transunion and Ethoca. Mr. Prozes has served on non-for-profit boards including the CEELI Institute, the Bruce Museum in Greenwich, CT, and the Executive Committee of The Atlantic Council in Washington, DC. Mr. Prozes was CEO of LexisNexis and on the Board of Directors of Reed Elsevier from 2000 to 2011. Previously, he served as Chairman of The US Information Industry Association and on the boards of the Information Technology Association of Canada and the Canadian Newspaper Association.

David L. Resnick, President and Chief Investment Officer of Third Avenue Management, LLC. Previously, Mr. Resnick served as Chairman of Global Financing

Advisory at Rothschild Inc., a leading international investment banking firm specializing in mergers, acquisitions, restructurings and privatizations. He also worked for Peter J. Solomon Company, where he founded and headed the restructuring group, and Lazard Frères & Co., where he worked on both restructuring and mergers and acquisitions assignments. Mr. Resnick is a member of the Board of Directors of Reichhold Inc., Wesleyan University, and The Jewish Museum.

Thomas P. Staudt, Chief Executive Officer and Statutory Director, GlobalCollect, B.V. Mr. Staudt also serves as a director of Albert Uster Imports, Inc. Previously, Mr. Staudt was Senior Operating Executive and CEO in Residence at Welsh, Carson, Anderson & Stowe, Executive in Resident at Great Hill Partners, Chief Executive Officer and Director at Ruesch International, Inc., Chief Executive Officer and Director at Source Medical, Chief Executive Officer and Director at BenefitPort, LLC and Senior Operating Executive at Healtheon-WebMD Corporation. He also held directorship positions at The National Council on Compensation Insurance, Inc., VIPS Healthcare Processing, Inc., Card Systems Services and America's VetDogs.

Blackline Comparing Exhibit B-4 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

Exhibit B-4
Board of Directors of New Altegrity

Debtor Entity	Officers	Directors
New Altegrity	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – Senior Vice President, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	~~[To come]~~Steven Sharpe – Chairman Alfred T. Mockett Andrew Prozes David L. Resnick Thomas P. Staudt

Exhibit B-6
Form of By-Laws for Altegrity Holding Corp.

BYLAWS

OF

ALTEGRITY HOLDING CORP.

ARTICLE I

OFFICES

Section 1. REGISTERED OFFICES. The registered office shall be in Wilmington, Delaware, or such other location as the Board of Directors may determine or the business of the corporation may require.

Section 2. OTHER OFFICES. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of stockholders shall be held at any place within or outside the State of Delaware as designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING OF STOCKHOLDERS. The annual meeting of stockholders shall be held each year on a date and a time designated by the Board of Directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. QUORUM; ADJOURNED MEETINGS AND NOTICE THEREOF. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned

meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. VOTING. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or the Certificate of Incorporation, or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 5. PROXIES. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VI, Section 5 hereof.

Section 6. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. NOTICE OF STOCKHOLDERS' MEETINGS. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. MAINTENANCE AND INSPECTION OF STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the

city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 9. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section 9 to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. THE NUMBER OF DIRECTORS. The Board of Directors shall consist of at least one (1) director. The number of directors shall be fixed or changed from time to time by the then appointed directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and the directors elected shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of stockholders by a majority of the stock represented and entitled to vote thereat.

Section 2. VACANCIES. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole

remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3. POWERS. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. PLACE OF DIRECTORS' MEETINGS. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Delaware.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held on ten days' notice to each director, either personally or by mail, at such time and place as shall from time to time be determined by the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. QUORUM. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 9. TELEPHONIC MEETINGS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications

equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. COMMITTEES OF DIRECTORS. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the Bylaws of the corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. MINUTES OF COMMITTEE MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall annually fix the compensation, if any, of directors and committee members, subject to any approval of the stockholders that may be required by any agreement among the stockholders. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of this corporation shall include a Chairman of the Board of Directors or a President, or both, and a Secretary. The corporation may also have, at the discretion of the Board of Directors, such other officers as are desired, including a Vice-Chairman of the Board of Directors, a Chief Executive Officer, a Chief Financial Officer,

one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. At the time of the election of officers, the directors may by resolution determine the order of their rank, if any, provided that the Chairman of the Board of Directors shall have the highest rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. ELECTION OF OFFICERS. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation. The Chairman of the Board of Directors shall be elected by the stockholders (or any group thereof) according to rules and procedures which they select by agreement among themselves.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. TERM OF OFFICE; REMOVAL AND VACANCIES. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. The Chairman of the Board of Directors may be removed by the stockholders (or any group thereof) according to the rules and procedures which they select by agreement among themselves.

Section 5. CHAIRMAN OF THE BOARD. The Chairman of the Board of Directors, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws. If there is no President, the Chairman of the Board of Directors shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 6 of this Article IV.

Section 6. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board of Directors, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board of Directors, or if there be none, at all meetings of the Board of Directors. He shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President and Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 7. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President,

and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

Section 8. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 9. ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 11. ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. PROCEEDINGS OTHER THAN THOSE BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. PROCEEDINGS BROUGHT BY THE CORPORATION. The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. INDEMNIFICATION AGAINST EXPENSES. To the extent that a director or officer of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. For the avoidance of doubt, a claim dismissed with or without prejudice is considered successful for purposes of this Section 3.

Section 4. AUTHORIZATION FOR INDEMNIFICATION AGAINST EXPENSES. Any indemnification under Sections 1 and 2 of this Article V (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article V. Such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders. The corporation, acting through its Board of Directors or otherwise, shall cause such determination to be made if so requested by any person who is indemnifiable under this Article V.

Section 5. ADVANCEMENT OF EXPENSES. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the corporation as they are incurred and in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this Article V.

Section 6. INDEMNIFICATION OF EXPENSES NOT EXCLUSIVE. The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. INDEMNITOR OF FIRST RESORT. The corporation hereby agrees that it is the indemnitor of first resort and that its obligations to an officer or director of the corporation are primary and any obligation of a stockholder of the corporation to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such office or director are secondary.

Section 8. DIRECTORS AND OFFICERS INSURANCE. The Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article V.

Section 9. CORPORATION DEFINED; EFFECTS OF MERGER OR CONSOLIDATION. For the purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or

officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

Section 10. OTHER ENTERPRISES DEFINED. For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

Section 11. CESSATION OF DIRECTOR OR OFFICER STATUS. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12. PROCEEDINGS INITIATED BY INDIVIDUAL. The corporation shall be required to indemnify a person in connection with an action, suit or proceeding (or part thereof) initiated by such person only if the action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. CERTIFICATES. At the option of the Board of Directors, the stock of the corporation may be (i) uncertificated, evidenced by entries into the corporation's stock ledger or other appropriate corporate books and records, as the Board of Directors may determine from time to time, or (ii) evidenced by a certificate signed by, or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Chief Financial Officer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. SIGNATURES ON CERTIFICATES. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. TRANSFERS OF STOCK. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. FIXED RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date which shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

Section 6. REGISTERED STOCKHOLDERS. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash,

in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. PAYMENT OF DIVIDENDS; DIRECTORS' DUTIES. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. CHECKS. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. CORPORATE SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. MANNER OF GIVING NOTICE. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

AMENDMENTS

AMENDMENT BY DIRECTORS OR STOCKHOLDERS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors. For the avoidance of doubt, any such alteration, amendment or repeal or adoption of new Bylaws by the stockholders or by the Board of Directors shall not adversely affect any person's right to indemnification pursuant to

Article V hereof in respect of acts or omissions by such person occurring prior to such alteration, amendment, repeal or adoption. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

* * * * *

Exhibit B-7

Form of Certificate of Incorporation for Altegrity Holding Corp.

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

Altegrity Holding Corp.

Altegrity Holding Corp. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The Corporation was originally incorporated in the State of Delaware under the name USIS Holding Corp. by the filing of its original Certificate of Incorporation with the Delaware Secretary of State on May 2, 2007.

2. The Certificate of Incorporation was amended and restated by the First Amended and Restated Certificate of Incorporation on August 21, 2007.

3. This Second Amended and Restated Certificate of Incorporation of the Corporation, which restates and integrates and further amends the provisions of the First Amended and Restated Certificate of Incorporation of the Corporation, was duly adopted in accordance with the provision of Sections 242 and 245 of the General Corporation Law of the State of Delaware and by written consent of the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.

4. The First Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated to read as herein set forth in full:

FIRST: The name of the Corporation is Altegrity Holding Corp.

SECOND: The Corporation's registered office in the State of Delaware is to be located at [2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808], and the name of its registered agent at such address is the [Corporation Service Company][1].

THIRD: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 500,000 shares of Common Stock, par value $0.01 per share. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

[1] Note to Draft: To be determined.

FIFTH: The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SIXTH: Any Transfer or attempted Transfer that, if effective, would trigger a default under any agreement (including by qualifying as a "change of control" pursuant to the terms of such agreement, other than a "change of control" occurring upon the exercise of remedies under any pledge or security documents in favor of a secured party) relating to the indebtedness of [New Altegrity Holdco 1] shall be void *ab initio*, of no force or effect, and the intended transferee shall acquire no rights in such Transferred shares. "Transfer" means any direct, indirect or synthetic sale, assignment, pledge, lease, hypothecation, mortgage, gift or creation of security interest, lien or trust (voting or otherwise) or other encumbrance or other disposition or transfer (by operation of law or otherwise, including by means of reference under a derivative, participation or similar contract or by the direct, indirect or synthetic transfer or issuance of equity securities of any entity) of any share of Common Stock.

SEVENTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the DGCL, as the same may be amended and supplemented.

EIGHTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Company (and any other persons to which the DGCL permits the Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL, subject only to the limits created by the DGCL and applicable decisional law, with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article Eighth shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Incorporation on this __ day of _____, 2015.

ALTEGRITY HOLDING CORP.

By: _____
Name:
Title:

Exhibit C-1

Form of Limited Liability Company Agreement for Primary Operating Debtors (Revised Filing)

Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101 *et seq.*), as amended from time to time (the "Act"); and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware is [c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, 19808][2]. The

---

1 **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing Delaware corporation that will be converting to a Board-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.

2 **Note to Draft**: Altegrity to confirm.

name of the registered agent at that address is [Corporation Service Company][3]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Company shall end on [September 30][4] of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.

(a) The business and affairs of the Company shall be managed by a board of directors (the "Board of Directors" or the "Board"). The Board of Directors shall be appointed by and serve at the direction of the Member. The Board of Directors shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed under the laws of the State of Delaware. Members of the Board of Directors shall be "Managers" of the Company within the meaning of § 18-101(10) of the Act.

(b) The Board of Directors shall initially consist of [●] director(s), which number may be modified from time to time by the Member. The initial Board of Directors shall consist of:

Name

[●]

[●]

[●]

---

[3] **Note to Draft**: Altegrity to confirm.

[4] **Note to Draft**: Altegrity to confirm.

(c) Each director and officer of the Company (*i*) is hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the Delaware Secretary of State, (*ii*) is authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of Delaware, which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Board of Directors may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any Officer may be suspended by the Board of Directors with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors. The acceptance of the Board of Directors of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Board of Directors, with or without cause.

(c) Subject to paragraphs (a) and (b) above, each Officer shall be authorized in the name and on behalf of the Company to execute and deliver, and cause the Company to perform, any and all agreements, instruments, certificates and other documents as any Officers shall determine to be necessary or appropriate in connection with the business affairs of the Company (such determination to be conclusively evidenced by the signature of any such officer thereon).

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as Members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. Such distributions shall be allocated to the Member in the same proportion as its then capital account balance. Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any Member on account of the interest of such Member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the

balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, director or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member nor any director or officer of the Company (each, a "Covered Person") shall be liable to the Company, any other Member, the Board or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [•] Units issued and outstanding, all of which are owned by the Member.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each Member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any Member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any Member's Units is in effect, no consent of the Company or any Member shall be required to permit a pledgee thereof to be substituted for such Member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a Member's Units from the pledgee, shall be substituted for such Member as a Member under this Agreement, and such substituted Member shall have all rights and powers as a Member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

22. Bankruptcy. The bankruptcy (as defined in the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement (including Section 10) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Non-Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●], 2015, and the Company was formed as a limited liability company on [●], 2015, pursuant to and in accordance with the [●], as amended from time to time (the "Act")[2]; and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions

---

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing non-Delaware corporation that will be converting to a Board-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al. This form will need to be modified to meet the specific requirements under each applicable state's limited liability company act (or equivalent law or statute that governs LLCs); however it is anticipated that substantially all of the operative governing provisions contained herein will survive any such modifications.

[2] **Note to Draft**: The "Act" will refer to the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs). Generally, this form references defined terms and concepts that are consistent with the Delaware LLC Act; accordingly, such terms and concepts will need to be conformed to the analogous terms/concepts used in each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

4. Registered Office; Registered Agent.[3] The address of the Company's registered office is [●]. The name of the registered agent at that address is [●]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Company shall end on September 30 of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person. [4]

(a) The business and affairs of the Company shall be managed by a board of directors (the "Board of Directors" or the "Board"). The Board of Directors shall be appointed by and serve at the direction of the Member. The Board of Directors shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed under the laws of [●]. Members of the Board of Directors shall be "Managers" of the Company within the meaning of [●] of the Act.

(b) The Board of Directors shall initially consist of [●] director(s), which number may be modified from time to time by the Member. The initial Board of Directors shall consist of:

---

[3] **Note to Draft**: The terms "registered office", "registered agent" and "Certificate of Formation" used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

[4] **Note to Draft**: The terms "manager", "member" and "authorized person" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

Name

[●]

[●]

[●]

(c) Each director and officer of the Company (i) is hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the [●] Secretary of State, (ii) is authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (iii) shall continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of [●], which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Board of Directors may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

[5] **Note to Draft**: Altegrity to confirm.

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any Officer may be suspended by the Board of Directors with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors. The acceptance of the Board of Directors of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Board of Directors, with or without cause.

(c) Subject to paragraphs (a) and (b) above, each Officer shall be authorized in the name and on behalf of the Company to execute and deliver, and cause the Company to perform, any and all agreements, instruments, certificates and other documents as any Officers shall determine to be necessary or appropriate in connection with the business affairs of the Company (such determination to be conclusively evidenced by the signature of any such officer thereon).

9. Dissolution.[6] The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under Section [●] of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

---

[6] **Note to Draft**: The references in this Section to (i) the continuation of an LLC and (ii) the dissolution by judicial decree of an LLC will in each case, need to be conformed to the analogous concepts used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any member on account of the interest of such member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, director or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member nor any director or officer of the Company (each, a "Covered Person") shall be liable to the Company, any

other member, the Board or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [●] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in [●] and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in [●] and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each member shall be entitled to pledge its Units to, and otherwise

grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any member's Units is in effect, no consent of the Company or any member shall be required to permit a pledgee thereof to be substituted for such member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a member's Units from the pledgee, shall be substituted for such member as a member under this Agreement, and such substituted member shall have all rights and powers as a member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

22. Bankruptcy. The bankruptcy (as defined in the Act)[7] of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF [●], WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such

---

[7] **Note to Draft**: The term "bankruptcy" as used in this Section will need to be conformed to the analogous defined term used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Blackline Comparing Exhibit C-1 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●], 2015, and the Company was formed as a limited liability company on [●], 2015, pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101 *et seq.*), as amended from time to time (the "Act"); and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing Delaware corporation that will be converting to a Board-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware is [c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, 19808][2]. The name of the registered agent at that address is [Corporation Service Company][3]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Company shall end on [September 30][4] of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.

(a) The business and affairs of the Company shall be managed by a board of directors (the "Board of Directors" or the "Board"). The Board of Directors shall be appointed by and serve at the direction of the Member. The Board of Directors shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed under the laws of the State of Delaware. Members of the Board of Directors shall be "Managers" of the Company within the meaning of § 18-101(10) of the Act.

(b) The Board of Directors shall initially consist of [●] director(s), which number may be modified from time to time by the Member. The initial Board of Directors shall consist of:

---

2 **Note to Draft**: Altegrity to confirm.

3 **Note to Draft**: Altegrity to confirm.

4 **Note to Draft**: Altegrity to confirm.

Name

[●]

[●]

[●]

(c) Each director and officer of the Company (*i*) is hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the Delaware Secretary of State, (*ii*) is authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of Delaware, which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Board of Directors may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision

and direction of the Board of Directors. The authority, duties or responsibilities of any Officer may be suspended by the Board of Directors with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors. The acceptance of the Board of Directors of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Board of Directors, with or without cause.

(c) Subject to paragraphs (a) and (b) above, each Officer shall be authorized in the name and on behalf of the Company to execute and deliver, and cause the Company to perform, any and all agreements, instruments, certificates and other documents as any Officers shall determine to be necessary or appropriate in connection with the business affairs of the Company (such determination to be conclusively evidenced by the signature of any such officer thereon).

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as ~~Members~~members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

~~11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of the Member.~~

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. ~~Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.~~ Notwithstanding anything to the contrary contained herein, the Company shall not make

a distribution to any ~~Member~~member on account of the interest of such ~~Member~~member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, director or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member nor any director or officer of the Company (each, a "Covered Person") shall be liable to the Company, any other ~~Member~~member, the Board or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such

Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [•] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each ~~Member~~member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any ~~Member~~member, the Company or any other person under

this Agreement or otherwise. So long as any such pledge of or security interest in any ~~Member's~~member's Units is in effect, no consent of the Company or any ~~Member~~member shall be required to permit a pledgee thereof to be substituted for such ~~Member~~member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a ~~Member's~~member's Units from the pledgee, shall be substituted for such ~~Member~~member as a ~~Member~~member under this Agreement, and such substituted ~~Member~~member shall have all rights and powers as a ~~Member~~member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

22. Bankruptcy. The bankruptcy (as defined in the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement ~~(including Section 10)~~ are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have

any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Non-Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●], 2015, and the Company was formed as a limited liability company on [●], 2015, pursuant to and in accordance with the [●], as amended from time to time (the "Act")[2]; and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions

---

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing non-Delaware corporation that will be converting to a Board-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al. This form will need to be modified to meet the specific requirements under each applicable state's limited liability company act (or equivalent law or statute that governs LLCs); however it is anticipated that substantially all of the operative governing provisions contained herein will survive any such modifications.

[2] **Note to Draft**: The "Act" will refer to the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs). Generally, this form references defined terms and concepts that are consistent with the Delaware LLC Act; accordingly, such terms and concepts will need to be conformed to the analogous terms/concepts used in each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company.

4. Registered Office; Registered Agent.[3] The address of the Company's registered office is [●]. The name of the registered agent at that address is [●]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Board, the fiscal year of the Company shall end on September 30 of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person. [4]

(a) The business and affairs of the Company shall be managed by a board of directors (the "Board of Directors" or the "Board"). The Board of Directors shall be appointed by and serve at the direction of the Member. The Board of Directors shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed under the laws of [●]. Members of the Board of Directors shall be "Managers" of the Company within the meaning of [●] of the Act.

[3] **Note to Draft**: The terms "registered office", "registered agent" and "Certificate of Formation" used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

[4] **Note to Draft**: The terms "manager", "member" and "authorized person" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

(b) The Board of Directors shall initially consist of [●] director(s), which number may be modified from time to time by the Member. The initial Board of Directors shall consist of:

Name

[●]

[●]

[●]

(c) Each director and officer of the Company (i) is hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the [●] Secretary of State, (ii) is authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (iii) shall continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of [●], which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Board of Directors may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any Officer may be suspended by the Board of Directors with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors. The acceptance of the Board of Directors of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Board of Directors, with or without cause.

(c) Subject to paragraphs (a) and (b) above, each Officer shall be authorized in the name and on behalf of the Company to execute and deliver, and cause the Company to perform, any and all agreements, instruments, certificates and other documents as any Officers shall determine to be necessary or appropriate in connection with the business affairs of the Company (such determination to be conclusively evidenced by the signature of any such officer thereon).

9. Dissolution.[6] The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Member, (*b*) at any time there is no member of the Company, unless the Company is continued

[5] **Note to Draft**: Altegrity to confirm.

[6] **Note to Draft**: The references in this Section to (i) the continuation of an LLC and (ii) the dissolution by judicial decree of an LLC will in each case, need to be conformed to the analogous concepts used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under Section [●] of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as ~~Members~~members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

~~11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of the Member.~~

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. ~~Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.~~ Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any ~~Member~~member on account of the interest of such ~~Member~~member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall

amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, director or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member nor any director or officer of the Company (each, a "Covered Person") shall be liable to the Company, any other ~~Member~~member, the Board or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [●] Units issued and outstanding, all of which are owned by the Member. The

issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in [●] and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in [●] and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each ~~Member~~member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any ~~Member~~member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any ~~Member's~~member's Units is in effect, no consent of the Company or any ~~Member~~member shall be required to permit a pledgee thereof to be substituted for such ~~Member~~member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a ~~Member's~~member's Units from the pledgee, shall be substituted for such ~~Member~~member as a ~~Member~~member under this Agreement, and such substituted ~~Member~~member shall have all rights and powers as a ~~Member~~member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

22. Bankruptcy. The bankruptcy (as defined in the Act)[7] of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF [●], WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement ~~(including Section 10)~~ are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

[7] **Note to Draft**: The term "bankruptcy" as used in this Section will need to be conformed to the analogous defined term used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Exhibit C-2

Form of Limited Liability Company Agreement for Other Debtors (Revised Filing)

Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●], 2015, and the Company was formed as a limited liability company on [●], 2015 pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101 *et seq.*), as amended from time to time (the "Act"); and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company. Notwithstanding any other provision of this Agreement, the Managing Member, in its capacity as a Member or as the Managing Member, acting alone, is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

---

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing Delaware corporation that will be converting to a Member-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware is [c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, 19808][2]. The name of the registered agent at that address is [Corporation Service Company][3]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Managing Member, the fiscal year of the Company shall end on [September 30][4] of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.

(a) The business and affairs of the Company shall be managed exclusively by or under the direction of [●] (the "Managing Member"), and, except pursuant to a delegation from the Managing Member, no other person or entity shall have the power, authority or right to bind the Company. The Managing Member shall be a "member" and a "manager" as defined in the Act and shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members and managers under the laws of the State of Delaware. The Managing Member and each officer of the Company (*i*) are each hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the Delaware Secretary of State, (*ii*) are each authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall each continue as an "authorized person" within the meaning of the Act upon the effectiveness

---

2 **Note to Draft**: Altegrity to confirm.

3 **Note to Draft**: Altegrity to confirm.

4 **Note to Draft**: Altegrity to confirm.

of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of Delaware, which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Managing Member may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Managing Member may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the Managing Member. The authority, duties or responsibilities of any Officer may be suspended by the Managing Member with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of the Managing Member of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Managing Member, with or without cause.

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Managing

[5] **Note to Draft**: Altegrity to confirm.

Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managing Member. Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any member on account of the interest of such member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Managing Member. Prior to the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member (whether in its capacity as a Member of the Company or as the Managing Member) nor any Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member (whether in its capacity as a member of the Company or as the Managing Member) nor any officer of the Company (each, a "Covered Person") shall be liable to the Company, any other member, the Managing Member or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [•] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any member's Units is in effect, no consent of the Company or any member shall be required to permit a pledgee thereof to be substituted for such member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a member's Units from the pledgee, shall be substituted for such member as a member under this Agreement, and such substituted member shall have all rights and powers as a member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Managing Member.

22. Bankruptcy. The bankruptcy (as defined in the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Non-Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●] and the Company was formed as a limited liability company on [●] pursuant to and in accordance with the [●], as amended from time to time (the "Act")[2]; and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions

---

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing non-Delaware corporation that will be converting to a Member-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc. Et. Al. This form will need to be modified to meet the specific requirements under each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs); however, it is anticipated that substantially all of the operative governing provisions contained herein will survive any such modifications.

[2] **Note to Draft**: The "Act" will refer to the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs). Generally, this form references defined terms and concepts that are consistent with the Delaware LLC Act; accordingly, such terms and concepts will need to be conformed to the analogous terms/concepts used in each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company. Notwithstanding any other provision of this Agreement, the Managing Member, in its capacity as a Member or as the Managing Member, acting alone, is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

4. Registered Office; Registered Agent.[3] The address of the Company's registered office is [●]. The name of the registered agent at that address is [●]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Managing Member, the fiscal year of the Company shall end on September 30 of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.[4]

(a) The business and affairs of the Company shall be managed exclusively by or under the direction of [●] (the "Managing Member"), and, except pursuant to a delegation from the Managing Member, no other person or entity shall have the power, authority or right to bind the Company. The Managing Member shall be a "member" and a "manager" as defined in the Act and shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members and managers under the laws of [●]. The Managing Member and each officer of the Company (*i*) are each

---

[3] **Note to Draft**: The terms "registered office", "registered agent" and "Certificate of Formation" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

[4] **Note to Draft**: The terms "manager", "member" and "authorized person" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the [●] Secretary of State, (*ii*) are each authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall each continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [●] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of [●], which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Managing Member may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Managing Member may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the Managing Member. The authority, duties or responsibilities of any Officer may be suspended by the Managing Member with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of the

[5] **Note to Draft**: Altegrity to confirm.

Managing Member of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Managing Member, with or without cause.

9. Dissolution.[6] The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Managing Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under section [●]of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managing Member. Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any member on account of the interest of such member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company

---

[6] **Note to Draft**: The references in this Section to (i) the continuation of an LLC and (ii) the dissolution by judicial decree of an LLC will, in each case, need to be conformed to the analogous concepts used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Managing Member. Prior to the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member (whether in its capacity as a Member of the Company or as the Managing Member) nor any Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member (whether in its capacity as a member of the Company or as the Managing Member) nor any officer of the Company (each, a "Covered Person") shall be liable to the Company, any other member, the Managing Member or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided

out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [●] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in [●] and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in [●] and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any member's Units is in effect, no consent of the Company or any member shall be required to permit a pledgee thereof to be substituted for such member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a member's Units from the pledgee, shall be substituted for such member as a member under this Agreement, and such substituted member shall have all rights and powers as a member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or

consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Managing Member.

22. Bankruptcy. The bankruptcy (as defined in the Act)[7] of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF [●], WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

---

[7] **Note to Draft**: The term "bankruptcy" as used in this Section will need to be conformed to the analogous defined term used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Blackline Comparing Exhibit C-2 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●], 2015, and the Company was formed as a limited liability company on [●], 2015 pursuant to and in accordance with the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101 *et seq.*), as amended from time to time (the "Act"); and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company. Notwithstanding any other provision of this Agreement, the Managing Member, in its capacity as a Member or as the Managing Member, acting

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing Delaware corporation that will be converting to a Member-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.

alone, is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware is [c/o Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, 19808][2]. The name of the registered agent at that address is [Corporation Service Company][3]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Managing Member, the fiscal year of the Company shall end on [September 30][4] of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.

(a) The business and affairs of the Company shall be managed exclusively by or under the direction of [●] (the "Managing Member"), and, except pursuant to a delegation from the Managing Member, no other person or entity shall have the power, authority or right to bind the Company. The Managing Member shall be a "member" and a "manager" as defined in the Act and shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members and managers under the laws of the State of Delaware. The Managing Member and each officer of the Company (*i*) are each hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the Delaware Secretary of State, (*ii*) are each authorized to execute, deliver and file any certificates (and any amendments and/or

---

2 **Note to Draft**: Altegrity to confirm.

3 **Note to Draft**: Altegrity to confirm.

4 **Note to Draft**: Altegrity to confirm.

restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall each continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [•] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of Delaware, which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Managing Member may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Managing Member may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the ~~Board of Directors~~Managing Member. The authority, duties or responsibilities of any Officer may be suspended by the ~~Board of Directors~~Managing Member with or without cause.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of the

[5] **Note to Draft**: Altegrity to confirm.

Managing Member of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Managing Member, with or without cause.

9. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Managing Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under ~~section~~Section 18-802 of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as ~~Members~~members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

~~11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of the Member.~~

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managing Member. ~~Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.~~ Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any ~~Member~~member on account of the interest of such ~~Member~~member in the Company if such distribution would violate the Act or other applicable law.

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Managing Member. Prior to the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member (whether in its capacity as a Member of the Company or as the Managing Member) nor any Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member (whether in its capacity as a member of the Company or as the Managing Member) nor any officer of the Company (each, a "Covered Person") shall be liable to the Company, any other ~~Member~~member, the Managing Member or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful

misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [•] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each ~~Member~~member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any ~~Member~~member, the Company or any other person under this Agreement or otherwise. So long as any such pledge of or security interest in any ~~Member's~~member's Units is in effect, no consent of the Company or any ~~Member~~member shall be required to permit a pledgee thereof to be substituted for such ~~Member~~member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a ~~Member's~~member's Units from the pledgee, shall be substituted for such ~~Member~~member as a ~~Member~~member under this Agreement, and such substituted ~~Member~~member shall have all rights and powers as a ~~Member~~member under this Agreement. So long as any

pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Managing Member.

22. Bankruptcy. The bankruptcy (as defined in the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement ~~(including Section 10)~~ are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Non-Delaware Form

LIMITED LIABILITY COMPANY AGREEMENT[1]

OF

[●]

This Limited Liability Company Agreement of [●], dated as of [●], 2015 (the "Agreement"), is entered into by [●], as the sole member (the "Member").

WHEREAS, the Company was converted from a corporation to a limited liability company on [●] and the Company was formed as a limited liability company on [●] pursuant to and in accordance with the [●], as amended from time to time (the "Act")[2]; and

WHEREAS, the Member wishes to adopt a limited liability company agreement to provide for the management and administration of the Company.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is [●] (the "Company").

2. Purpose. The purpose of the Company, and the nature of the business to be conducted and promoted by the Company, is engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, advisable or incidental to the foregoing.

3. Powers of the Company. Subject to any limitations set forth in this Agreement, the Company shall have the power and authority to take any and all actions

---

[1] **Note to Draft**: This form contains the operative governing provisions that will be included in the new Limited Liability Company Agreement for each existing non-Delaware corporation that will be converting to a Member-managed LLC in accordance with the Joint Chapter 11 Plan of Altegrity, Inc. Et. Al. This form will need to be modified to meet the specific requirements under each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs); however, it is anticipated that substantially all of the operative governing provisions contained herein will survive any such modifications.

[2] **Note to Draft**: The "Act" will refer to the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs). Generally, this form references defined terms and concepts that are consistent with the Delaware LLC Act; accordingly, such terms and concepts will need to be conformed to the analogous terms/concepts used in each applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 2, including, without limitation, the power to borrow money and issue evidences of indebtedness in furtherance of the purposes of the Company. Notwithstanding any other provision of this Agreement, the Managing Member, in its capacity as a Member or as the Managing Member, acting alone, is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

4. Registered Office; Registered Agent.[3] The address of the Company's registered office is [●]. The name of the registered agent at that address is [●]. The Company may, from time to time, change the Company's registered office or registered agent and shall amend the Certificate of Formation to reflect such change.

5. Fiscal Year. Unless otherwise determined by the Managing Member, the fiscal year of the Company shall end on September 30 of each year.

6. Member. The Member is hereby admitted as a member of the Company upon its execution and delivery of this Agreement. The principal address of the Member is as follows:

[Address 1]
[Address 2]
[City, State, Zip Code]

7. Management; Authorized Person.[4]

(a) The business and affairs of the Company shall be managed exclusively by or under the direction of [●] (the "Managing Member"), and, except pursuant to a delegation from the Managing Member, no other person or entity shall have the power, authority or right to bind the Company. The Managing Member shall be a "member" and a "manager" as defined in the Act and shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members and managers under the laws of [●]. The Managing Member and each officer of the Company (*i*) are each

[3] **Note to Draft**: The terms "registered office", "registered agent" and "Certificate of Formation" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

[4] **Note to Draft**: The terms "manager", "member" and "authorized person" as used in this Section will need to be conformed to the analogous defined terms used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

hereby designated as an "authorized person" within the meaning of the Act to execute, deliver and file all certificates (and any amendments and/or restatements thereof) to be filed with the [●] Secretary of State, (*ii*) are each authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business, and (*iii*) shall each continue as an "authorized person" within the meaning of the Act upon the effectiveness of this Agreement. [●] has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of [●], which execution, delivery and filing are hereby ratified and approved.

8. Officers.

(a) The day-to-day functions of the Company may be performed by a person or persons appointed as an officer or officers of the Company (each, an "Officer"). The Managing Member may appoint such Officers as it deems appropriate, and each such Officer so appointed shall have such authority and perform such duties as the Managing Member may, from time to time, delegate to him or her. Each Officer shall hold office until his or her successor is appointed or until his or her earlier death or until his or her earlier resignation or removal in accordance with this Agreement. The initial Officers of the Company shall be each person listed below, who shall hold the offices set forth opposite such person's name until such person's resignation or earlier death or removal in accordance with this Agreement:

Name[5]	Title
[●]	[Title]
[●]	[Title]
[●]	[Title]

Such Officers shall have the usual powers and shall perform all of the usual duties incident to their respective offices. All Officers shall be subject to the supervision and direction of the ~~Board of Directors~~Managing Member. The authority, duties or responsibilities of any Officer may be suspended by the ~~Board of Directors~~Managing Member with or without cause.

[5] **Note to Draft**: Altegrity to confirm.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Managing Member. The acceptance of the Managing Member of a resignation of any Officer shall not be necessary to make such resignation effective, unless otherwise specified in such resignation. Any Officer may be removed at any time by the Managing Member, with or without cause.

9. Dissolution.[6] The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (*a*) the written consent of the Managing Member, (*b*) at any time there is no member of the Company, unless the Company is continued pursuant to the Act or (*c*) the entry of a decree of judicial dissolution of the Company under section [●]of the Act.

10. Capital Contributions. The Member is not required to make any additional capital contribution to the Company. The Member may make additional capital contributions to the Company in the form of cash, property, services or otherwise, and upon such contribution the Member's capital account balance shall be adjusted accordingly. Persons or entities admitted as ~~Members~~members shall make such contributions of cash, property or services to the Company as shall be determined by the Managing Member at the time of such admission. No loan made to the Company by the Member shall constitute a capital contribution to the Company for any purpose.

~~11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the capital contributions of the Member.~~

11. Tax Status. It is intended that the Company shall be a disregarded entity for U.S. federal, state and local income tax purposes.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managing Member. ~~Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.~~ Notwithstanding anything to the contrary contained herein, the Company shall not make a distribution to any ~~Member~~member on account of the interest of such ~~Member~~member in the Company if such distribution would violate the Act or other applicable law.

[6] **Note to Draft**: The references in this Section to (i) the continuation of an LLC and (ii) the dissolution by judicial decree of an LLC will, in each case, need to be conformed to the analogous concepts used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

13. Resignation of Member.

(a) The Member may not resign from the Company unless an additional member of the Company shall be admitted by the Company, subject to Section 14, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company

(b) Upon the resignation of the Member pursuant to this Section 13, the Member shall, to the extent permitted by applicable law, be entitled to payment of the balance in its capital account, and shall have no further right, interest or obligation of any kind whatsoever as a member of the Company.

14. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Managing Member. Prior to the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing Member shall determine to reflect the fact that the Company shall have such additional members.

15. Restrictions on Transfers. The Member has the right to sell, assign or dispose of or otherwise transfer, pledge or encumber (each, a "Transfer"), all or any of its Units, effective upon written notice of such Transfer to the Company. Upon the receipt of such notice, the transferee will become a member of the Company and succeed to the limited liability interests transferred to such transferee.

16. Liability of Member. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member (whether in its capacity as a Member of the Company or as the Managing Member) nor any Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or Officer of the Company.

17. Exculpation and Indemnification. Neither the Member (whether in its capacity as a member of the Company or as the Managing Member) nor any officer of the Company (each, a "Covered Person") shall be liable to the Company, any other ~~Member~~member, the Managing Member or any other person or entity who or that is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the

authority conferred on such Covered Person by this Agreement, except that such Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions, *provided*, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have personal liability on account thereof.

18. Units. The membership interests in the Company shall consist of limited liability company units ("Units"). The Managing Member may, in its sole discretion, authorize the Company to issue to any Member a certificate to evidence its Units, in a form approved by the Managing Member. Any such certificate shall be signed by an Officer, which signature may be a facsimile thereof. As of the date hereof, the Company has [●] Units issued and outstanding, all of which are owned by the Member. The issuance of nonvoting equity securities is prohibited only so long as and to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code.

19. Application of Article 8 of the Uniform Commercial Code. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in [●] and each other applicable jurisdiction. So long as any pledge of any Units is in effect, each certificate evidencing Units (if any) shall bear the following legend:

> "This certificate evidences an interest in the Company and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in [●] and, to the extent permitted by applicable law, each other applicable jurisdiction."

So long as any pledge of any Units is in effect, this Section 19 shall not be amended and any purported amendment to this provision shall not take effect until all outstanding certificates (if any) have been surrendered for cancellation.

20. Pledges and Other Security Interests. Notwithstanding any other provision in this Agreement, each ~~Member~~member shall be entitled to pledge its Units to, and otherwise grant a lien and security interest in its Units and all of its right, title and interest under this Agreement in favor of, the Company's lenders (or an agent on behalf of such lenders) without any further consents, approvals or actions required by such lenders (or agent), any ~~Member~~member, the Company or any other person under

this Agreement or otherwise. So long as any such pledge of or security interest in any ~~Member's~~member's Units is in effect, no consent of the Company or any ~~Member~~member shall be required to permit a pledgee thereof to be substituted for such ~~Member~~member under this Agreement upon the exercise of such pledgee's rights with respect to such Units. Upon the exercise of the pledgee's rights in respect of such pledge and security interest, the pledgee, or any purchaser of a ~~Member's~~member's Units from the pledgee, shall be substituted for such ~~Member~~member as a ~~Member~~member under this Agreement, and such substituted ~~Member~~member shall have all rights and powers as a ~~Member~~member under this Agreement. So long as any pledge of any Units is in effect, this provision shall inure to the benefit of such pledgee and its successors, assigns and designated agents, as an intended third party beneficiary, and no amendment, modification or waiver of, or consent with respect to this provision shall in any event be effective without the prior written consent of such pledgee.

21. Amendment. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Managing Member.

22. Bankruptcy. The bankruptcy (as defined in the Act)[7] of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

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

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE INTERNAL LAWS OF [●], WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF.

25. Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

---

[7] **Note to Draft**: The term "bankruptcy" as used in this Section will need to be conformed to the analogous defined term used in the applicable state's limited liability company act (or other equivalent law or statute that governs LLCs).

26. Sole Benefit of Member. Except as expressly provided in Sections 17 and 20, the provisions of this Agreement ~~(including Section 10)~~ are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

[*Remainder of the Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

[**MEMBER**]

By: _____
Name:
Title:

Exhibit C-3

Board of Directors of Reorganized Debtors other than New Altegrity (Revised Filing)

Debtor Entity	**Officers**	**Directors**
New Altegrity Holdco 2	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	[To come]
New Altegrity Holdco 3	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	[To come]
Albatross Holding Company, LLC	Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Albatross Marketing and Trading, LLC	Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Altegrity Acquisition, LLC	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	n/a
Altegrity Holding Corp.	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer	Steven Sharpe – Chairman Alfred T. Mockett

Debtor Entity	Officers	Directors
	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	Andrew Prozes David L. Resnick Thomas P. Staudt
Altegrity, LLC	Jeffrey S. Campbell – President and Chief Financial Officer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary Andrew E. Grimmig – Assistant Secretary	n/a
Altegrity Risk International LLC	Garth Williams – CFO, VP Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Altegrity Security Consulting, Inc.	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Keith R. Simmons Jeffrey S. Campbell
CVM Solutions, LLC	Brendan Taylor – VP Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary	n/a

Debtor Entity	Officers	Directors
	Brett Weinblatt – VP Finance	
Engenium Corporation	Greg Olson – SVP and Secretary Joseph Dubow – SVP, Finance & Treasurer Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Greg Olson
HireRight, LLC	John Fennelly – President and CEO Tom Spaeth – CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – EVP & Secretary Gregg Freeman – VP & Assistant Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	n/a
HireRight Records Services, Inc.	John Fennelly – President & CEO Tom Spaeth – CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – EVP & Secretary Gregg Freeman – VP & Assistant Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	Keith R. Simmons Jeffrey S. Campbell
KCMS, Inc.	Garth Williams – CFO & VP	Jeffrey S. Campbell

Debtor Entity	Officers	Directors
	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
Kroll Associates, Inc.	Garth D. Williams – VP & CFO Ken Roche – VP Finance Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell Andrew E. Grimmig
Kroll Crisis Management Group, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll Cyber Security, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer Ken Roche – VP Finance David R. Fontaine – Senior Vice President and Secretary Andrew E. Grimmig – Assistant Secretary	n/a

Debtor Entity	Officers	Directors
	Brett Weinblatt – VP Finance	
Kroll Factual Data, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Holdings, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell Andrew E. Grimmig
Kroll, LLC	Emanuele Conti – CEO Joseph Dubow – SVP, Finance & Treasurer Ken Roche – CFO David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Information Assurance, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer	n/a

Debtor Entity	Officers	Directors
	Ken Roche – VP Fianance David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
Kroll Information Services, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll International, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll Ontrack, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Gregory A. Olson – Chief Operating Officer Andrew E. Grimmig – Assistant Secretary	n/a

Debtor Entity	Officers	Directors
	Brett Weinblatt – VP Finance	
Kroll Security Group, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
National Diagnostics, LLC	John Fennelly – CEO & President Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Gregg Freeman – Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Ontrack Data Recovery, LLC	Greg Olson – Chief Operating Officer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Garth D. Williams – VP & CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
The Official Information Company, LLC	John Fennelly – President and CEO Joseph Dubow – SVP, Finance & Treasurer	n/a

Debtor Entity	Officers	Directors
	David R. Fontaine – Senior Vice President & Secretary Gregg Freeman – Assistant Secretary Keith R. Simmons – Vice President & Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
US Investigations Services, LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Keith R. Simmons – Vice President, Deputy General Counsel and Assistant Secretary Francis Meyer – SVP and CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
John D. Cohen, Inc.	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Francis Meyer – SVP and CFO Keith R. Simmons – Vice President and Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Keith R. Simmons Jeffrey S. Campbell
USIS International, LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President	n/a

Debtor Entity	Officers	Directors
	and Secretary Keith R. Simmons – Vice President and Assistant Secretary Francis Meyer – SVP and CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
USIS Worldwide, LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Francis Meyer – SVP and CFO Keith R. Simmons – Vice President and Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a

Blackline Comparing Exhibit C-3 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

Debtor Entity	Officers	Directors
New Altegrity Holdco 2	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	~~n/a~~[To come]
New Altegrity Holdco 3	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	~~n/a~~[To come]
Albatross Holding Company, LLC	Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Albatross Marketing and Trading, LLC	Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Altegrity Acquisition, LLC	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	n/a

Debtor Entity	Officers	Directors
Altegrity Holding Corp.	Jeffrey S. Campbell – Senior Vice President, Chief Financial Officer and Assistant Treasurer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary	~~[To come]~~Steven Sharpe – Chairman Alfred T. Mockett Andrew Prozes David L. Resnick Thomas P. Staudt
Altegrity, LLC	Jeffrey S. Campbell – President and Chief Financial Officer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Executive Vice President, Chief Legal Officer and Secretary Andrew E. Grimmig – Assistant Secretary	n/a
Altegrity Risk International LLC	Garth Williams – CFO, VP Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Altegrity Security Consulting, Inc.	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary	Keith R. Simmons Jeffrey S. Campbell

Debtor Entity	Officers	Directors
	Brett Weinblatt – VP Finance	
CVM Solutions, LLC	Brendan Taylor – VP Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – SVP & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Engenium Corporation	Greg Olson – SVP and Secretary Joseph Dubow – SVP, Finance & Treasurer Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Greg Olson
~~HireRight Technologies Group, LLC~~	~~David R. Fontaine – VP, Secretary & Treasurer~~ ~~Joseph Dubow – SVP, Finance & Treasurer~~ ~~Andrew E. Grimmig – Assistant Secretary~~ ~~Brett Weinblatt – VP Finance~~	~~n/a~~
HireRight, LLC	John Fennelly – President and CEO Tom Spaeth – CFO Joseph Dubow – SVP, Finance & Treasurer	n/a

Debtor Entity	Officers	Directors
	David R. Fontaine – EVP & Secretary Gregg Freeman – VP & Assistant Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	
HireRight Records Services, Inc.	John Fennelly – President & CEO Tom Spaeth – CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – EVP & Secretary Gregg Freeman – VP & Assistant Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	Keith R. Simmons Jeffrey S. Campbell
~~HireRight Solutions, LLC~~	~~John Fennelly – President and CEO~~ ~~Joseph Dubow – SVP, Finance & Treasurer~~ ~~Tom Spaeth – CFO~~	~~n/a~~

Debtor Entity	Officers	Directors
	~~David R. Fontaine – Executive Vice President & Secretary~~ ~~Gregg Freeman – VP & Assistant Secretary~~ ~~Andrew E. Grimmig – VP & Assistant Secretary~~ ~~Brett Weinblatt – VP Finance~~	
KCMS, Inc.	Garth Williams – CFO & VP Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll Associates, Inc.	Garth D. Williams – VP & CFO Ken Roche – VP Finance Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President	Jeffrey S. Campbell Andrew E. Grimmig

Debtor Entity	Officers	Directors
	& Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
~~Kroll Background America, Inc.~~	~~John Fennelly – President & CEO~~ ~~Joseph Dubow – SVP, Finance & Treasurer~~ ~~Tom Spaeth – CFO~~ ~~David R. Fontaine – Senior Vice President & Secretary~~ ~~Andrew E. Grimmig – VP & Assistant Secretary~~ ~~Brett Weinblatt – VP Finance~~	~~Keith R. Simmons~~ ~~Jeffrey S. Campbell~~
Kroll Crisis Management Group, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll Cyber Security, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer	n/a

Debtor Entity	Officers	Directors
	Ken Roche – VP Finance David R. Fontaine – Senior Vice President and Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
Kroll Factual Data, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Holdings, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell Andrew E. Grimmig

Debtor Entity	Officers	Directors
Kroll, LLC	Emanuele Conti – CEO Joseph Dubow – SVP, Finance & Treasurer Ken Roche – CFO David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – VP & Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Information Assurance, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer Ken Roche – VP Fianance David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Information Services, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell

Debtor Entity	Officers	Directors
Kroll International, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
Kroll Ontrack, LLC	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Gregory A. Olson – Chief Operating Officer Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
Kroll Security Group, Inc.	Garth D. Williams – VP & CFO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	Jeffrey S. Campbell
National Diagnostics, LLC	John Fennelly – CEO & President Joseph Dubow – SVP, Finance &	n/a

Debtor Entity	Officers	Directors
	Treasurer David R. Fontaine – Senior Vice President & Secretary Gregg Freeman – Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
Ontrack Data Recovery, LLC	Greg Olson – Chief Operating Officer Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary Garth D. Williams – VP & CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
The Official Information Company, LLC	John Fennelly – President and CEO Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President & Secretary	n/a

Debtor Entity	Officers	Directors
	Gregg Freeman – Assistant Secretary Keith R. Simmons – Vice President & Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
US Investigations Services, LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Keith R. Simmons – Vice President, Deputy General Counsel and Assistant Secretary Francis Meyer – SVP and CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a
John D. Cohen, Inc.	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Francis Meyer – SVP and CFO	Keith R. Simmons Jeffrey S. Campbell

Debtor Entity	Officers	Directors
	Keith R. Simmons – Vice President and Assistant Secretary Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	
USIS International, ~~Inc.~~LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Keith R. Simmons – Vice President and Assistant Secretary Francis Meyer – SVP and CFO Andrew E. Grimmig – Assistant Secretary Brett Weinblatt – VP Finance	n/a~~Keith R. Simmons~~ ~~Jeffrey S. Campbell~~
USIS Worldwide, ~~Inc.~~LLC	Joseph Dubow – SVP, Finance & Treasurer David R. Fontaine – Senior Vice President and Secretary Francis Meyer – SVP and CFO Keith R. Simmons – Vice President and Assistant Secretary Andrew E. Grimmig – Assistant Secretary	n/a~~Keith R. Simmons~~ ~~Jeffrey S. Campbell~~

Debtor Entity	Officers	Directors
	Brett Weinblatt – VP Finance	

Exhibit C-4

Officers of Reorganized Debtors other than New Altegrity

See Exhibit C-3

Exhibit D

Number of Shares of New Common Stock of New Altegrity and Altegrity Holding Corp. Initially Issued and Outstanding (Revised Filing)

- New Altegrity: 20,000,000 (to be issued on Effective Date, not including shares reserved under Management Incentive Plan)

- Altegrity Holding Corp: 100,000 (to be issued on Effective Date)

Exhibit I-2
Oversight Committee Operating Procedures (Revised Filing)

OVERSIGHT COMMITTEE
Altegrity, Inc., et. al., Case No. 15-10226

BYLAWS

1. THE OVERSIGHT COMMITTEE

1.1 Designation of Oversight Committee. The Oversight Committee is formed pursuant to section 5.18 of the *Joint Chapter 11 Plan of Altegrity, Inc., et. al.*, as confirmed by the United States Bankruptcy Court for the District of Delaware by order dated [***insert date***], 2015 (the "Plan"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan. On the Effective Date of the Plan, the Oversight Committee shall be deemed organized, consist of the members designated by these Bylaws, and have the functions of the Oversight Committee that are set forth in the Plan.

1.2 Membership. Membership on the Oversight Committee shall be limited to the four (4) members designated on Exhibit A to these Bylaws (each a "Member" and collectively, the "Members") and such other creditors of any of the Liquidating Debtors as may be added or substituted pursuant to section 1.6 of these Bylaws. To the extent practicable, the Oversight Committee shall include (i) one Member who holds a Second Lien Notes Deficiency Claim (the "Second Lien Deficiency Member"), (ii) one Member who holds a Third Lien Notes Deficiency Claim (the "Third Lien Deficiency Member"), (iii) one Member who holds either a 2015 Senior Notes Claim, 2016 Senior Subordinated Notes Claim, or WARN Claim (the "Specified Litigation Member"), and (iv) one Member who holds a Disputed or Allowed Liquidating Debtors Unsecured Claim in Class B7, other than a Liquidating Debtors Intercompany Claim, a 2015 Senior Notes Claim, a 2016 Senior Subordinated Notes Claim, WARN Claim, Second Lien Notes Deficiency Claim or Third Lien Notes Deficiency Claim; provided, however, if the holder of such a claim willing to serve on the Oversight Committee is

not located prior to the Effective Date, such Member (other than the Specified Litigation Member) may hold a 2015 Senior Notes Claim, 2016 Senior Subordinated Notes Claim, or WARN Claim (the "Trade Creditor Member"). Notwithstanding anything in these Bylaws to the contrary, in the event that the Specified Claims Oversight Committee determines that there are not and will not be any material amount of proceeds from the Specified Avoidance Actions or the Specified Litigation Claims for inclusion in the Liquidating Debtors Unsecured Claims Distribution Pool, the Specified Litigation Member shall resign, and the membership on the Oversight Committee shall be permanently reduced and limited to three Members comprised of the Second Lien Deficiency Member, the Third Lien Deficiency Member, and the Trade Creditor Member. Also, notwithstanding anything in these Bylaws to the contrary, in the event that the Plan Administrator determines that there are not and will not be any material amount of proceeds from any unencumbered assets of the Liquidating Debtors, other than proceeds from the Specified Avoidance Actions or the Specified Litigation Claims, for inclusion in the Liquidating Debtors Unsecured Claims Distribution Pool the Second Lien Deficiency Member and the Third Lien Deficiency Member shall resign, and the membership on the Oversight Committee shall be permanently reduced and limited to two Members comprised of the Specified Litigation Member and the Trade Creditor Member.

1.3 Representatives. Membership on the Oversight Committee shall be by the "creditor" (as defined under the Bankruptcy Code) of the Debtors. All Members of the Committee shall designate individuals to serve as primary and, if they choose, alternate representative(s) ("Representative(s)") to attend Oversight Committee meetings, provided that the Representatives are employees, officers or officials of, counsel to, or agents for, the Member and such designation is made known to the Chairperson (defined below) and the other Members

of the Oversight Committee before (or at) an Oversight Committee meeting. A primary Representative or alternate Representative shall be deemed a Member of the Committee for all purposes of the meeting. The primary Representative of each Member is set forth in Exhibit A to these Bylaws. Each Member shall advise the Chairperson in advance of, or at, a Committee meeting as to any new Representative.

1.4 Resignation. Any member of the Oversight Committee may resign upon 15 days advance written notice provided to the Plan Administrator, with a copy of such notice provided at the same time to the Chairperson and the other members of the Oversight Committee. Any member of the Oversight Committee may also be removed for cause by order of the Bankruptcy Court after notice and an opportunity for a hearing.

1.5 Assignment/Settlement of Claims. If a Member assigns, sells or otherwise transfers, whether by contract, operation of law or otherwise, all or substantially all of its Liquidating Debtors Unsecured Claims (*it being understood* that the Member shall be required to provide expedited written/email notice to the other Members and to the Plan Administrator of such sale, assignment or transfer, promptly after consummation of the same) to another entity ("Transferee"), such Transferee shall not automatically become a Member of the Oversight Committee and such transferor shall be deemed to have resigned from the Oversight Committee.

1.6 Replacement. Except as otherwise provided in section 1.2 of these Bylaws, any Member resigning or removed for cause will be replaced as soon as practicable by a new member selected (i) by the unanimous vote of the remaining Members of the Oversight Committee or (ii) if the remaining Members cannot unanimously agree, by the Bankruptcy Court. If feasible, the proposed substitute should hold and represent interests substantially similar to those of the resigned or removed Member. During the period after the resignation or

removal, as applicable, and before the appointment of a substitute, the membership of the Oversight Committee (for voting purposes or otherwise) shall consist of those Members remaining after the resignation or removal, unless otherwise resolved by the Oversight Committee; provided, however, that during such period, the Members shall not amend these Bylaws without Bankruptcy Court approval. Each Member and each entity who hereafter becomes a Member (a "New Member") shall be bound by and deemed automatically to have ratified and accepted these bylaws (the "Bylaws") in all respects, without necessity of further action by such New Member, the Oversight Committee, or any other person or entity, and all references to Members herein shall apply in the same manner and form to such New Member. These Bylaws shall be provided to each New Member upon its appointment, and each New Member shall be obligated to advise the Oversight Committee in writing if it does not agree to be bound by these Bylaws, in which case such New Member shall automatically be removed as a Member and replaced as otherwise provided in this section.

1.7 Chairperson. There shall be an Oversight Committee chair (the chair serving in such capacity from time to time being referred to herein as the "Chairperson"). The Chairperson may be removed with or without cause by affirmative vote of a majority of the Members. The Committee has selected as its Chairperson Third Avenue Management LLC. In the event that the Chairperson resigns, is removed, or for any other reason is unable to serve, the Oversight Committee, by majority vote, shall elect one or more of the Members as the successor Chairperson.

2. MEETINGS AND ACTION BY THE OVERSIGHT COMMITTEE

2.1 Meetings of the Oversight Committee. All regular and/or emergency meetings of the Oversight Committee shall be called by the Chairperson whenever: (i) the

Chairperson deems it appropriate, or (ii) the Chairperson is requested in writing by one of the Members of the Oversight Committee to convene a meeting of the Oversight Committee. The Chairperson or such other person designated by the Chairperson shall keep the minutes of all meetings of the Oversight Committee. The minutes shall be circulated to all Members of the Committee. Minutes shall be deemed approved by the Oversight Committee and in final form following distribution unless comments are received by the Chairperson or counsel to the Oversight Committee within seven days after distribution to the Members. The minutes shall not specifically note the votes of each Member with respect to any action, unless one or more Members specifically request that its or their votes be specifically noted, in which case such vote shall be noted in the minutes.

2.2 Notice of Oversight Committee Meetings. Notice of the time and place of each regular or emergency meeting of the Oversight Committee shall be given to each Member's Representative(s) reasonably in advance of such meeting. The Oversight Committee shall endeavor, whenever feasible, to determine at each meeting when and where the next meeting shall be held. If feasible, each notice of a meeting shall be in writing, and if not feasible, notice may be given orally, by telephone or otherwise. It shall be the judgment of the Chairperson, in the first instance, to determine whether a regular meeting notice shall state the nature of the business to be considered at the meeting, though any Member may inquire of the Chairperson at any time for information regarding forthcoming business. An agenda ("Agenda") shall, whenever reasonably possible, be prepared by the Chairperson and distributed in advance of each regular meeting in electronic mail fashion. Representatives may suggest items to be included in the Oversight Committee's proposed Agenda and should inform the Chairperson of such suggested Agenda items as soon as practicable.

2.3 Emergency Meetings. Whenever an emergency meeting of the Oversight Committee is called, notice shall be given to each Member's Representative(s), whenever reasonably possible, at least one (1) business day in advance of the emergency meeting, either personally or by telephone, mail, facsimile or electronic mail. The notice of the emergency meeting, whenever possible, shall set forth the Agenda to be discussed, and no additions for voting purposes to such Agenda shall ordinarily be made at the emergency meeting, though discussion on other subjects may be allowed during the meeting unless otherwise required to be voted on in the discretion of the Chairperson. Representatives may suggest items to be included in the Oversight Committee's proposed Agenda and should inform the Chairperson of such suggested Agenda items as soon as practicable.

2.4 Place of Meetings. Meetings of the Oversight Committee shall be held at such place and time as may be fixed by the Chairperson or, alternatively, the majority of the Oversight Committee.

2.5 Quorum. A majority of the Members of the Oversight Committee, present in person or by teleconference call or by proxy at the outset of the meeting, shall constitute a quorum for the transaction of business during any meeting.

2.6 Voting. Each Member of the Oversight Committee shall be entitled to one (1) vote on each matter submitted to a vote, which vote can be made through its Representative (either by person or by proxy). Participation at a meeting by a Member of the Oversight Committee can occur through proxy. The proxy can be written or oral with one (1) proxy per Member, and must be delivered to the Chairperson. No Member may hold more than one proxy at any time. If a quorum, as provided in Section 2.5 above, is present at the time of a vote, the affirmative vote of a majority of the non-recused Members then present shall be the vote of the

Oversight Committee, except as may otherwise be provided in these Bylaws, including, without limitation, as set forth in Sections 2.9, 2.11, and 4.5 hereof (the "Vote of the Oversight Committee"). Members of the Oversight Committee may participate in a meeting of the Oversight Committee by means of a conference, telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other. Participation by such means shall constitute presence in person at the meeting. If the majority of the Members participating in a meeting (in person or by telephone) requests polling of nonparticipating Members by a designee of the Oversight Committee (*e.g.*, the Chairperson) concerning any matter discussed, an effort shall be made (either during or after the meeting) to poll all such absent Members by telephone. Telephone votes solicited pursuant to the preceding sentence shall be given full voting effect, but may not be included in constituting a quorum. All Members voting telephonically (but not participating in the actual meeting) may be required to confirm their vote in writing.

2.7 Attendance. Attendance at meetings of the Oversight Committee shall be limited to each Member through its Representative(s), Member's counsel or other advisors, or the accountants/financial advisors to the Oversight Committee and the other professionals retained by the Oversight Committee (collectively, the "Professionals"), or other parties permitted and approved by the vote of the Oversight Committee.

2.8 Action Without Meeting. Unless otherwise provided herein, any action required or permitted to be taken by the Oversight Committee may be taken without a meeting and on negative notice to the Oversight Committee provided that: (i) written notice be given reasonably in advance of the proposed action; (ii) the written notice contains information concerning the proposed action and a stated time period within which Members may respond to

the notice; and (iii) the Chairperson is not advised in writing within the time specified in the notice for responses, by any Member, that such Member either objects to the recommended action or requests a meeting be scheduled to discuss the recommended action.

2.9 Conflicts of Interest. In the event that any matter under consideration by the Oversight Committee appears to involve a conflict of interest with any Member(s) serving on the Oversight Committee, the Member'(s) Representative(s) with the conflicting interest shall affirmatively disclose the conflict and abstain from voting on the matter being considered by the Oversight Committee and, at the appropriate time(s), shall excuse themselves from the meeting or, by a vote of a majority of those non-conflicted Members then present, shall be excused from the meeting at appropriate times. If any Member reasonably believes that any other Member may have a conflict of interest, the Member will advise the Oversight Committee of its belief that the other Member has an actual or potential conflict. Thereupon, the Member's Representative(s) shall be provided with a reasonable opportunity to be heard to explain the nature of its interests and why it believes it should not be recused from the proceedings or vote. The issue of recusal shall then be submitted to vote of the Oversight Committee. If a majority of the non-conflicted Members of the Oversight Committee then present vote to exclude the actually or potentially conflicted Member(s), then such Member's Representative(s) shall recuse itself from the matter. Consistent with the foregoing, the Member(s) having a conflict of interest shall not have access to reports or work product prepared by or for the Oversight Committee with respect to the matter in which the conflict of interest exits (except to the extent determined to be appropriate under the circumstances in the discretion of the majority of the remaining Members of the Oversight Committee).

2.10 Rules of Procedure. The Chairperson shall preside over the meeting in a manner that promotes fairness, a full opportunity for analysis of all business coming before the Oversight Committee, and a full opportunity for each Member Representative(s) to express its view. While the Oversight Committee shall not formally adopt specific rules of parliamentary procedure, such as "Robert's Rules of Order", the 11th edition of Robert's Rules of Order shall be followed should any dispute regarding parliamentary procedure arise. The Chairperson shall have the right to vote on motions, propose motions and participate as a full voting Member notwithstanding its position as Chairperson.

2.11 Claims Resolution. As Members of the Oversight Committee, the Members acknowledge that they are acting as fiduciaries in their capacity as such, and the Oversight Committee shall, *inter alia*, (i) to the extent a purpose would be served, examine proofs of claims and cause objections to be filed to the allowance of any claim that is improper in accordance with section 8.1 of the Plan and (ii) oversee and direct the Plan Administrator with respect to the direction, settlement or other disposition of the Claims in Class B6 and B7 in a manner that is compatible with the best interests of the parties in interest in such Classes. Notwithstanding anything in these Bylaws to the contrary, the Oversight Committee shall not incur fees, expenses or costs in connection with the WARN Claims without the affirmative vote of the Trade Creditor Member and the Specified Litigation Member.

3. ACTION BY REPRESENTATIVES OF THE OVERSIGHT COMMITTEE

3.1 Chairperson. The Chairperson or such other persons designated by the Vote of the Oversight Committee shall preside at all meetings of the Oversight Committee and, subject to the Vote of the Oversight Committee, shall have such powers and duties as are set forth in these Bylaws or as the Oversight Committee assigns to the Chairperson.

4. MISCELLANEOUS

4.1 Costs of Claim Reconciliation and Objections. In the event that any Cash proceeds from the liquidation and/or monetization of the unencumbered assets are realized, recovered or otherwise obtained for deposit into the Liquidating Debtors Unsecured Claims Distribution Pool, before making any distribution of such proceeds to holders of Claims in Class B6 or Class B7 in accordance with the Plan, the Oversight Committee shall direct the Plan Administrator to pay from such proceeds, on the basis provided in this section, the reasonable and documented fees, costs and expenses incurred by the Plan Administrator in filing, settling, compromising, withdrawing, or litigating to judgment any objections to Claims in Class B6 or B7 filed at the request of or incurred with the consent of the Oversight Committee in accordance with section 8.1(b) of the Plan (the "Objection Costs"). In light of the fact that certain holders of Claims are limited to recovering from select assets in the Liquidating Debtors Unsecured Claims Distribution Pool, for purposes of paying the Objection Costs, all proceeds in the Liquidating Debtors Unsecured Claims Distribution Pool will be separately identified as (i) the proceeds of the Specified Avoidance Actions and the proceeds of the Specified Litigation Claims (the "Specified Proceeds") and (ii) the proceeds of all other unencumbered assets (the "General Proceeds"). The Specified Proceeds, on the one hand, and the General Proceeds, on the other hand, shall be used on a pro rata basis to pay all Objection Costs (excluding Objection Costs relating to WARN Claims) with such pro rata basis calculated on the aggregate amount of gross Specified Proceeds and General Proceeds deposited in the Liquidating Debtors Unsecured Claims Distribution Pool under the Plan. Objection Costs relating to WARN Claims will be paid solely from the Specified Proceeds. The following example illustrates (by way of example only) the intended *pro rata* payment of Objection Costs (other than WARN Claims) from the Specified

Proceeds and General Proceeds: if one-third of the proceeds recovered in the Liquidated Debtors Unsecured Claims Distribution Pool are attributable to Specified Proceeds, then one-third of the Objection Costs should be paid from such proceeds, and the remaining two-thirds of the Objection Costs should be paid from the General Proceeds. The Oversight Committee will implement procedures to ensure compliance with this paragraph in the event any interim distributions or payments are made before all Specified Proceeds and/or General Proceeds are realized, recovered or otherwise obtained.

4.2 Confidentiality. All business of the Oversight Committee shall remain confidential and no Member, Representative, or Professional shall disclose Confidential Information (as defined below) to any person (including the press), except that a Member, Representative(s), or Professional may disclose Confidential Information to: (i) other Members or Representatives of the Oversight Committee; (ii) other employees, officers, officials or outside professionals of the Members' respective organizations who have a need to know such information in order either to discharge the responsibilities of the Member as a member of the Oversight Committee or to carry out their job responsibilities, and who agree to be bound by, and are bound by, these confidentiality provisions; (iii) as required by any governmental or regulatory authorities (including with respect to any audits of the books and records of any indenture trustee Members); (iv) Court personnel; (v) such entities that Members may be required to communicate with by operation of law, including, without limitation, by subpoena or other legal process or pursuant to a request from the Executive Branch of the United States, the Comptroller General, or Congress, or any committee thereof; and (vi) applicable securities exchanges, the NASD, regulatory authority, organization of regulators or self-regulatory authorities (collectively, the "Regulators") (if demanded thereby). In the case of any disclosures

pursuant to subsections (iii) through (v), the Members and their Representatives: (x) may disclose only such portion of the confidential information as is required to be disclosed and is determined to be required to be disclosed by the disclosing Member, upon notice to the Oversight Committee and the Plan Administrator; and (y) in the context of court proceedings, may disclose such information after the Member has sought an order providing that such information shall be filed under seal and has given notice of the filing of such motion to the Plan Administrator. In the case of any disclosures pursuant to subsection (vi), the Members and their Representatives may disclose confidential information to the Regulators, if required or demanded by the Regulators and reasonably determined to be required to be disclosed by the disclosing Member; provided that the disclosing Member shall notify the Oversight Committee and the Plan Administrator of the disclosure as soon as practicable after such disclosure is made, but only to the extent (i) notification is not prohibited by law, regulation, or the directive of any Regulators or (ii) the disclosing Member has actual knowledge of any such disclosure.

Members and Representatives shall advise any other party with whom they are permitted to communicate Confidential Information of the confidential nature of the Confidential Information and shall make reasonable efforts to protect the confidential nature of the Confidential Information (including reasonably cooperating, at the Reorganized Debtors' sole expense, with the Reorganized Debtors' efforts, if any, to obtain a protective order or other appropriate remedy), and shall generally keep the Oversight Committee and the Plan Administrator apprised of such efforts. Notwithstanding anything to the contrary contained herein, no Member shall be entitled to use Confidential Information in derogation of any law or duty. "Confidential Information" means any information or material, written or oral (*e.g.*, memoranda, reports, directions, deliberations, negotiations), received as a Member from the any

of Reorganized Debtors, the Plan Administrator, the Reorganized Debtors' or Plan Administrator's counsel or advisers, Members of the Oversight Committee or their respective professionals, or the Professionals, in each case whether or not denominated as confidential, and all analyses, compilations, notes and summaries prepared based on any such Confidential Information or material, provided however, that Confidential Information shall not include: (x) information that is available or known to the public, provided that if such information is made available to the public through fault of a Member or Representative, such information must nevertheless be treated as Confidential Information by such Member or Representative until such information otherwise becomes publicly available or known to the public; (y) information that (i) is lawfully available to or in the possession of a Member or Representative before the Member's or Representative's receipt of the information as Confidential Information or (ii) is provided to such Member or Representative by any of the Reorganized Debtors in the ordinary course of business pursuant to a separate agreement or arrangement with any of the Reorganized Debtors; or (z) information that has been lawfully obtained by such Member or Representative without restriction from a source that did not owe any confidentiality obligations to any of the Reorganized Debtors or Plan Administrator, it being understood that all Confidential Information received as a Member or Representative, unless expressly otherwise stated, is received with such a restriction. If the Oversight Committee and the Plan Administrator or any of the Reorganized Debtors shall enter into a confidentiality agreement with each other, then the terms of that agreement shall govern the treatment of information provided directly by the Reorganized Debtors, the Plan Administrator, or their respective advisors, as applicable.

If any Member or its Representative(s) violates in a material way the provisions of this subsection, the Oversight Committee, by majority vote, may remove such Member from

Oversight Committee membership and, if such violation is intentional, the Member shall be deemed to consent to such removal and may be subject to other sanctions or remedies. Pending such formal removal, the Member shall be excused from all Oversight Committee meetings. Notwithstanding the resignation or removal of a Member, such Member shall continue to be bound by the confidentiality provisions of these Bylaws. Members shall be responsible for any breach of these confidentiality provisions by such Member's Representative(s). In no event may Confidential Information be disclosed to research analysts or persons who trade in securities of, loans (including participations in loans) to or any other claim against the Reorganized Debtors. The Plan Administrator, upon agreement with the Oversight Committee, may designate certain Confidential Information as subject to special procedures, such as being available only to certain Representatives or not being available to one or more specified Members. To comply with their obligations as Members, Members who are from time to time contacted by constituent unsecured creditors or are otherwise obligated to report to other creditors or entities may not impart any Confidential Information, but may impart to such persons any public information supplied by the Reorganized Debtors or Plan Administrator to the Oversight Committee. With regard to non-public information or materials the Oversight Committee receives that thereafter do not remain non-public or confidential, except through disclosure by a Member in violation of this paragraph, Members may use such information or materials without ascertaining if the chosen use is consistent with a majority decision or intent of the Oversight Committee. Finally, the Oversight Committee recognizes and agrees that the Reorganized Debtors shall be deemed a third-party beneficiary of this section.

All obligations under this section shall terminate and be of no further force and effect on the date that is the later of (a) twenty-four (24) months after the Effective Date and (b) twelve (12) months after the termination of the Oversight Committee.

4.1 (a) Trading of Claims. Each Member hereby acknowledges that it may be receiving material, non-public information regarding one or more of the Reorganized Debtors. It additionally understands that the trading of claims is subject to the Member's fiduciary duties and may be subject to various federal and/or state laws or Orders of the Bankruptcy Court.

4.1 (b) Securities Matters. Each Member hereby acknowledges that it may be receiving material, non-public information regarding one or more of the Reorganized Debtors and that the trading of securities while in possession of such information is subject to the Member's fiduciary duties and may be restricted in accordance with federal and state securities laws or Orders of the Bankruptcy Court.

4.3 Return of Confidential Materials. Upon the resignation or removal of a Member, such Member shall promptly destroy (or make other appropriate arrangement with the Plan Administrator), with a letter to the Oversight Committee confirming such destruction in writing, all confidential material (including copies thereof) received by such Member in its capacity and in the course of its tenure as a Member of the Oversight Committee. Notwithstanding the foregoing, a Member shall not be required to return or destroy confidential material that it deems appropriate to retain for the purposes of compliance with applicable law, regulations or professional obligations, provided that all such retained confidential material shall remain subject to the confidentiality provisions of these Bylaws.

4.4 Communications with Creditors. Written communications with the creditors shall be made by the Chairperson at the direction of a majority of the Oversight Committee. The form and substance of such communications shall be approved by the Oversight Committee.

4.5 Amendments. These Bylaws may be amended, repealed or adopted by the vote of all of the Members of the Oversight Committee then serving or otherwise upon order of the Bankruptcy Court after notice and opportunity for a hearing.

4.6 Action by Members in Their Individual Capacity. Nothing contained in these Bylaws (subject to confidentiality and disclosure-related restrictions contained in the Bylaws) shall prevent any Member from exercising its right as a creditor or party in interest in the Debtors' cases or from taking any action in its individual capacity as it deems appropriate.

Dated: [insert Effective Date]

Agreed and accepted:

Oversight Committee Member:

Third Avenue Management LLC

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

Litespeed Master Fund, Ltd.

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

JLP Credit Opportunity Master Fund Ltd.
c/o Phoenix Investment Adviser LLC

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

[To Come]

Oversight Committee Member Representative:

_____

Print Name:

EXHIBIT A

Members

1. Third Avenue Management LLC
   Attn: Vincent Dugan
   622 3rd Avenue, 32nd Floor
   New York, NY 10017
   vdugan@thirdave.com
   Phone: 212-906-1195

2. Litespeed Master Fund, Ltd.
   Attn: Tim Daileader
   623 Fifth Avenue, 26th Floor
   New York, NY 10022.
   Timd@litespeedpartners.com
   Phone: 212-808-7453

3. JLP Credit Opportunity Master Fund Ltd.
   c/o Phoenix Investment Adviser LLC
   Attn: Jeffrey Schultz
   420 Lexington Ave., Ste. 2040
   New York, NY 10170
   Phone: 212-359-6235

4. [To Come]

Blackline Comparing Exhibit I-2 to the Version Attached to the First Supplement to the Plan Supplement filed on June 19, 2015 [Docket No. 663]

OVERSIGHT COMMITTEE
Altegrity, Inc., et. al., Case No. 15-10226

BYLAWS

1. THE OVERSIGHT COMMITTEE

1.1 Designation of Oversight Committee. The Oversight Committee is formed pursuant to section 5.18 of the *Joint Chapter 11 Plan of Altegrity, Inc., et. al.*, as confirmed by the United States Bankruptcy Court for the District of Delaware by order dated [***insert date***], 2015 (the "Plan"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan. On the Effective Date of the Plan, the Oversight Committee shall be deemed organized, consist of the members designated by these Bylaws, and have the functions of the Oversight Committee that are set forth in the Plan.

1.2 Membership. Membership on the Oversight Committee shall be limited to the four (4) members designated on Exhibit A to these Bylaws (each a "Member" and collectively, the "Members") and such other creditors of any of the Liquidating Debtors as may be added or substituted pursuant to section 1.6 of these Bylaws. To the extent practicable, the Oversight Committee shall include (i) one Member who holds a Second Lien Notes Deficiency Claim (the "Second Lien Deficiency Member"), (ii) one Member who holds a Third Lien Notes Deficiency Claim (the "Third Lien Deficiency Member"), (iii) one Member who holds either a 2015 Senior Notes Claim, 2016 Senior Subordinated Notes Claim, or WARN Claim (the "Specified Litigation Member"), and (iv) one Member who holds a Disputed or Allowed Liquidating Debtors Unsecured Claim in Class B7, other than a Liquidating Debtors Intercompany Claim, a 2015 Senior Notes Claim, a 2016 Senior Subordinated Notes Claim, WARN Claim, Second Lien Notes Deficiency Claim or Third Lien Notes Deficiency Claim;

provided, however, if the holder of such a claim willing to serve on the Oversight Committee is not located prior to the Effective Date, such Member (other than the Specified Litigation Member) may hold a 2015 Senior Notes Claim, 2016 Senior Subordinated Notes Claim, or WARN Claim (the "Trade Creditor Member"). Notwithstanding anything in these Bylaws to the contrary, in the event that the Specified Claims Oversight Committee determines that there are not and will not be any material amount of proceeds from the Specified Avoidance Actions or the Specified Litigation Claims for inclusion in the Liquidating Debtors Unsecured Claims Distribution Pool, the Specified Litigation Member shall resign, and the membership on the Oversight Committee shall be permanently reduced and limited to three Members comprised of the Second Lien Deficiency Member, the Third Lien Deficiency Member, and the Trade Creditor Member. Also, notwithstanding anything in these Bylaws to the contrary, in the event that the Plan Administrator determines that there are not and will not be any material amount of proceeds from any unencumbered assets of the Liquidating Debtors, other than proceeds from the Specified Avoidance Actions or the Specified Litigation Claims, for inclusion in the Liquidating Debtors Unsecured Claims Distribution Pool the Second Lien Deficiency Member and the Third Lien Deficiency Member shall resign, and the membership on the Oversight Committee shall be permanently reduced and limited to two Members comprised of the Specified Litigation Member and the Trade Creditor Member.

1.3 Representatives. Membership on the Oversight Committee shall be by the "creditor" (as defined under the Bankruptcy Code) of the Debtors. All Members of the Committee shall designate individuals to serve as primary and, if they choose, alternate representative(s) ("Representative(s)") to attend Oversight Committee meetings, provided that

the Representatives are employees, officers or officials of, counsel to, or agents for, the Member and such designation is made known to the Chairperson (defined below) and the other Members of the Oversight Committee before (or at) an Oversight Committee meeting. A primary Representative or alternate Representative shall be deemed a Member of the Committee for all purposes of the meeting. The primary Representative of each Member is set forth in Exhibit A to these Bylaws. Each Member shall advise the Chairperson in advance of, or at, a Committee meeting as to any new Representative.

1.4 Resignation. Any member of the Oversight Committee may resign upon 15 days advance written notice provided to the Plan Administrator, with a copy of such notice provided at the same time to the Chairperson and the other members of the Oversight Committee. Any member of the Oversight Committee may also be removed for cause by order of the Bankruptcy Court after notice and an opportunity for a hearing.

1.5 Assignment/Settlement of Claims. If a Member assigns, sells or otherwise transfers, whether by contract, operation of law or otherwise, all or substantially all of its Liquidating Debtors Unsecured Claims (*it being understood* that the Member shall be required to provide expedited written/email notice to the other Members and to the Plan Administrator of such sale, assignment or transfer, promptly after consummation of the same) to another entity ("Transferee"), such Transferee shall not automatically become a Member of the Oversight Committee and such transferor shall be deemed to have resigned from the Oversight Committee.

1.6 Replacement. Except as otherwise provided in section 1.2 of these Bylaws, any Member resigning or removed for cause will be replaced as soon as practicable by

a new member selected (i) by the unanimous vote of the remaining Members of the Oversight Committee or (ii) if the remaining Members cannot unanimously agree, by the Bankruptcy Court. If feasible, the proposed substitute should hold and represent interests substantially similar to those of the resigned or removed Member. During the period after the resignation or removal, as applicable, and before the appointment of a substitute, the membership of the Oversight Committee (for voting purposes or otherwise) shall consist of those Members remaining after the resignation or removal, unless otherwise resolved by the Oversight Committee; provided, however, that during such period, the Members shall not amend these Bylaws without Bankruptcy Court approval. Each Member and each entity who hereafter becomes a Member (a "New Member") shall be bound by and deemed automatically to have ratified and accepted these bylaws (the "Bylaws") in all respects, without necessity of further action by such New Member, the Oversight Committee, or any other person or entity, and all references to Members herein shall apply in the same manner and form to such New Member. These Bylaws shall be provided to each New Member upon its appointment, and each New Member shall be obligated to advise the Oversight Committee in writing if it does not agree to be bound by these Bylaws, in which case such New Member shall automatically be removed as a Member and replaced as otherwise provided in this section.

1.7 Chairperson. There shall be an Oversight Committee chair (the chair serving in such capacity from time to time being referred to herein as the "Chairperson"). The Chairperson may be removed with or without cause by affirmative vote of a majority of the Members. The Committee has selected as its Chairperson Third Avenue Management LLC ~~or another fund managed by Third Avenue Management LLC, including Third Avenue Trust, on~~

~~behalf of Third Avenue Focused Credit Fund~~. In the event that the Chairperson resigns, is removed, or for any other reason is unable to serve, the Oversight Committee, by majority vote, shall elect one or more of the Members as the successor Chairperson.

2. MEETINGS AND ACTION BY THE OVERSIGHT COMMITTEE

2.1 Meetings of the Oversight Committee. All regular and/or emergency meetings of the Oversight Committee shall be called by the Chairperson whenever: (i) the Chairperson deems it appropriate, or (ii) the Chairperson is requested in writing by one of the Members of the Oversight Committee to convene a meeting of the Oversight Committee. The Chairperson or such other person designated by the Chairperson shall keep the minutes of all meetings of the Oversight Committee. The minutes shall be circulated to all Members of the Committee. Minutes shall be deemed approved by the Oversight Committee and in final form following distribution unless comments are received by the Chairperson or counsel to the Oversight Committee within seven days after distribution to the Members. The minutes shall not specifically note the votes of each Member with respect to any action, unless one or more Members specifically request that its or their votes be specifically noted, in which case such vote shall be noted in the minutes.

2.2 Notice of Oversight Committee Meetings. Notice of the time and place of each regular or emergency meeting of the Oversight Committee shall be given to each Member's Representative(s) reasonably in advance of such meeting. The Oversight Committee shall endeavor, whenever feasible, to determine at each meeting when and where the next meeting shall be held. If feasible, each notice of a meeting shall be in writing, and if not feasible, notice may be given orally, by telephone or otherwise. It shall be the judgment of the

Chairperson, in the first instance, to determine whether a regular meeting notice shall state the nature of the business to be considered at the meeting, though any Member may inquire of the Chairperson at any time for information regarding forthcoming business. An agenda ("Agenda") shall, whenever reasonably possible, be prepared by the Chairperson and distributed in advance of each regular meeting in electronic mail fashion. Representatives may suggest items to be included in the Oversight Committee's proposed Agenda and should inform the Chairperson of such suggested Agenda items as soon as practicable.

2.3 Emergency Meetings. Whenever an emergency meeting of the Oversight Committee is called, notice shall be given to each Member's Representative(s), whenever reasonably possible, at least one (1) business day in advance of the emergency meeting, either personally or by telephone, mail, facsimile or electronic mail. The notice of the emergency meeting, whenever possible, shall set forth the Agenda to be discussed, and no additions for voting purposes to such Agenda shall ordinarily be made at the emergency meeting, though discussion on other subjects may be allowed during the meeting unless otherwise required to be voted on in the discretion of the Chairperson. Representatives may suggest items to be included in the Oversight Committee's proposed Agenda and should inform the Chairperson of such suggested Agenda items as soon as practicable.

2.4 Place of Meetings. Meetings of the Oversight Committee shall be held at such place and time as may be fixed by the Chairperson or, alternatively, the majority of the Oversight Committee.

2.5 Quorum. A majority of the Members of the Oversight Committee, present in person or by teleconference call or by proxy at the outset of the meeting, shall constitute a quorum for the transaction of business during any meeting.

2.6 Voting. Each Member of the Oversight Committee shall be entitled to one (1) vote on each matter submitted to a vote, which vote can be made through its Representative (either by person or by proxy). Participation at a meeting by a Member of the Oversight Committee can occur through proxy. The proxy can be written or oral with one (1) proxy per Member, and must be delivered to the Chairperson. No Member may hold more than one proxy at any time. If a quorum, as provided in Section 2.5 above, is present at the time of a vote, the affirmative vote of a majority of the non-recused Members then present shall be the vote of the Oversight Committee, except as may otherwise be provided in these Bylaws, including, without limitation, as set forth in Sections 2.9, 2.11, and 4.5 hereof (the "Vote of the Oversight Committee"). Members of the Oversight Committee may participate in a meeting of the Oversight Committee by means of a conference, telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other. Participation by such means shall constitute presence in person at the meeting. If the majority of the Members participating in a meeting (in person or by telephone) requests polling of nonparticipating Members by a designee of the Oversight Committee (*e.g.*, the Chairperson) concerning any matter discussed, an effort shall be made (either during or after the meeting) to poll all such absent Members by telephone. Telephone votes solicited pursuant to the preceding sentence shall be given full voting effect, but may not

be included in constituting a quorum. All Members voting telephonically (but not participating in the actual meeting) may be required to confirm their vote in writing.

2.7 Attendance. Attendance at meetings of the Oversight Committee shall be limited to each Member through its Representative(s), Member's counsel or other advisors, or the accountants/financial advisors to the Oversight Committee and the other professionals retained by the Oversight Committee (collectively, the "Professionals"), or other parties permitted and approved by the vote of the Oversight Committee.

2.8 Action Without Meeting. Unless otherwise provided herein, any action required or permitted to be taken by the Oversight Committee may be taken without a meeting and on negative notice to the Oversight Committee provided that: (i) written notice be given reasonably in advance of the proposed action; (ii) the written notice contains information concerning the proposed action and a stated time period within which Members may respond to the notice; and (iii) the Chairperson is not advised in writing within the time specified in the notice for responses, by any Member, that such Member either objects to the recommended action or requests a meeting be scheduled to discuss the recommended action.

2.9 Conflicts of Interest. In the event that any matter under consideration by the Oversight Committee appears to involve a conflict of interest with any Member(s) serving on the Oversight Committee, the Member'(s) Representative(s) with the conflicting interest shall affirmatively disclose the conflict and abstain from voting on the matter being considered by the Oversight Committee and, at the appropriate time(s), shall excuse themselves from the meeting or, by a vote of a majority of those non-conflicted Members then present, shall be excused from the meeting at appropriate times. If any Member reasonably believes that any

other Member may have a conflict of interest, the Member will advise the Oversight Committee of its belief that the other Member has an actual or potential conflict. Thereupon, the Member's Representative(s) shall be provided with a reasonable opportunity to be heard to explain the nature of its interests and why it believes it should not be recused from the proceedings or vote. The issue of recusal shall then be submitted to vote of the Oversight Committee. If a majority of the non-conflicted Members of the Oversight Committee then present vote to exclude the actually or potentially conflicted Member(s), then such Member's Representative(s) shall recuse itself from the matter. Consistent with the foregoing, the Member(s) having a conflict of interest shall not have access to reports or work product prepared by or for the Oversight Committee with respect to the matter in which the conflict of interest exits (except to the extent determined to be appropriate under the circumstances in the discretion of the majority of the remaining Members of the Oversight Committee).

2.10 Rules of Procedure. The Chairperson shall preside over the meeting in a manner that promotes fairness, a full opportunity for analysis of all business coming before the Oversight Committee, and a full opportunity for each Member Representative(s) to express its view. While the Oversight Committee shall not formally adopt specific rules of parliamentary procedure, such as "Robert's Rules of Order", the 11th edition of Robert's Rules of Order shall be followed should any dispute regarding parliamentary procedure arise. The Chairperson shall have the right to vote on motions, propose motions and participate as a full voting Member notwithstanding its position as Chairperson.

2.11 Claims Resolution. As Members of the Oversight Committee, the Members acknowledge that they are acting as fiduciaries in their capacity as such, and the

Oversight Committee shall, *inter alia*, (i) to the extent a purpose would be served, examine proofs of claims and cause objections to be filed to the allowance of any claim that is improper in accordance with section 8.1 of the Plan and (ii) oversee and direct the Plan Administrator with respect to the direction, settlement or other disposition of the Claims in Class B6 and B7 in a manner that is compatible with the best interests of the parties in interest in such Classes. Notwithstanding anything in these Bylaws to the contrary, the Oversight Committee shall not incur fees, expenses or costs in connection with the WARN Claims without the affirmative vote of the Trade Creditor Member and the Specified Litigation Member.

3. ACTION BY REPRESENTATIVES OF THE OVERSIGHT COMMITTEE

3.1 Chairperson. The Chairperson or such other persons designated by the Vote of the Oversight Committee shall preside at all meetings of the Oversight Committee and, subject to the Vote of the Oversight Committee, shall have such powers and duties as are set forth in these Bylaws or as the Oversight Committee assigns to the Chairperson.

4. MISCELLANEOUS

4.1 Costs of Claim Reconciliation and Objections. In the event that any Cash proceeds from the liquidation and/or monetization of the unencumbered assets are realized, recovered or otherwise obtained for deposit into the Liquidating Debtors Unsecured Claims Distribution Pool, before making any distribution of such proceeds to holders of Claims in Class B6 or Class B7 in accordance with the Plan, the Oversight Committee shall direct the Plan Administrator to pay from such proceeds, on the basis provided in this section, the reasonable and documented fees, costs and expenses incurred by the Plan Administrator in filing, settling, compromising, withdrawing, or litigating to judgment any objections to Claims

in Class B6 or B7 filed at the request of or incurred with the consent of the Oversight Committee in accordance with section 8.1(b) of the Plan (the "Objection Costs"). In light of the fact that certain holders of Claims are limited to recovering from select assets in the Liquidating Debtors Unsecured Claims Distribution Pool, for purposes of paying the Objection Costs, all proceeds in the Liquidating Debtors Unsecured Claims Distribution Pool will be separately identified as (i) the proceeds of the Specified Avoidance Actions and the proceeds of the Specified Litigation Claims (the "Specified Proceeds") and (ii) the proceeds of all other unencumbered assets (the "General Proceeds"). The Specified Proceeds, on the one hand, and the General Proceeds, on the other hand, shall be used on a pro rata basis to pay all Objection Costs (excluding Objection Costs relating to WARN Claims) with such pro rata basis calculated on the aggregate amount of gross Specified Proceeds and General Proceeds deposited in the Liquidating Debtors Unsecured Claims Distribution Pool under the Plan. Objection Costs relating to WARN Claims will be paid solely from the Specified Proceeds. The following example illustrates (by way of example only) the intended *pro rata* payment of Objection Costs (other than WARN Claims) from the Specified Proceeds and General Proceeds: if one-third of the proceeds recovered in the Liquidated Debtors Unsecured Claims Distribution Pool are attributable to Specified Proceeds, then one-third of the Objection Costs should be paid from such proceeds, and the remaining two-thirds of the Objection Costs should be paid from the General Proceeds. The Oversight Committee will implement procedures to ensure compliance with this paragraph in the event any interim distributions or payments are made before all Specified Proceeds and/or General Proceeds are realized, recovered or otherwise obtained.

4.2 Confidentiality. All business of the Oversight Committee shall remain confidential and no Member, Representative, or Professional shall disclose Confidential Information (as defined below) to any person (including the press), except that a Member, Representative(s), or Professional may disclose Confidential Information to: (i) other Members or Representatives of the Oversight Committee; (ii) other employees, officers, officials or outside professionals of the Members' respective organizations who have a need to know such information in order either to discharge the responsibilities of the Member as a member of the Oversight Committee or to carry out their job responsibilities, and who agree to be bound by, and are bound by, these confidentiality provisions; (iii) as required by any governmental or regulatory authorities (including with respect to any audits of the books and records of any indenture trustee Members); (iv) Court personnel; (v) such entities that Members may be required to communicate with by operation of law, including, without limitation, by subpoena or other legal process or pursuant to a request from the Executive Branch of the United States, the Comptroller General, or Congress, or any committee thereof; and (vi) applicable securities exchanges, the NASD, regulatory authority, organization of regulators or self-regulatory authorities (collectively, the "Regulators") (if demanded thereby). In the case of any disclosures pursuant to subsections (iii) through (v), the Members and their Representatives: (x) may disclose only such portion of the confidential information as is required to be disclosed and is determined to be required to be disclosed by the disclosing Member, upon notice to the Oversight Committee and the Plan Administrator; and (y) in the context of court proceedings, may disclose such information after the Member has sought an order providing that such information shall be filed under seal and has given notice of the filing of such motion to the

Plan Administrator. In the case of any disclosures pursuant to subsection (vi), the Members and their Representatives may disclose confidential information to the Regulators, if required or demanded by the Regulators and reasonably determined to be required to be disclosed by the disclosing Member; provided that the disclosing Member shall notify the Oversight Committee and the Plan Administrator of the disclosure as soon as practicable after such disclosure is made, but only to the extent (i) notification is not prohibited by law, regulation, or the directive of any Regulators or (ii) the disclosing Member has actual knowledge of any such disclosure.

Members and Representatives shall advise any other party with whom they are permitted to communicate Confidential Information of the confidential nature of the Confidential Information and shall make reasonable efforts to protect the confidential nature of the Confidential Information (including reasonably cooperating, at the Reorganized Debtors' sole expense, with the Reorganized Debtors' efforts, if any, to obtain a protective order or other appropriate remedy), and shall generally keep the Oversight Committee and the Plan Administrator apprised of such efforts. Notwithstanding anything to the contrary contained herein, no Member shall be entitled to use Confidential Information in derogation of any law or duty. "Confidential Information" means any information or material, written or oral (*e.g.*, memoranda, reports, directions, deliberations, negotiations), received as a Member from the any of Reorganized Debtors, the Plan Administrator, the Reorganized Debtors' or Plan Administrator's counsel or advisers, Members of the Oversight Committee or their respective professionals, or the Professionals, in each case whether or not denominated as confidential, and all analyses, compilations, notes and summaries prepared based on any such Confidential

Information or material, provided however, that Confidential Information shall not include: (x) information that is available or known to the public, provided that if such information is made available to the public through fault of a Member or Representative, such information must nevertheless be treated as Confidential Information by such Member or Representative until such information otherwise becomes publicly available or known to the public; (y) information that (i) is lawfully available to or in the possession of a Member or Representative before the Member's or Representative's receipt of the information as Confidential Information or (ii) is provided to such Member or Representative by any of the Reorganized Debtors in the ordinary course of business pursuant to a separate agreement or arrangement with any of the Reorganized Debtors; or (z) information that has been lawfully obtained by such Member or Representative without restriction from a source that did not owe any confidentiality obligations to any of the Reorganized Debtors or Plan Administrator, it being understood that all Confidential Information received as a Member or Representative, unless expressly otherwise stated, is received with such a restriction. If the Oversight Committee and the Plan Administrator or any of the Reorganized Debtors shall enter into a confidentiality agreement with each other, then the terms of that agreement shall govern the treatment of information provided directly by the Reorganized Debtors, the Plan Administrator, or their respective advisors, as applicable.

If any Member or its Representative(s) violates in a material way the provisions of this subsection, the Oversight Committee, by majority vote, may remove such Member from Oversight Committee membership and, if such violation is intentional, the Member shall be deemed to consent to such removal and may be subject to other sanctions or remedies.

Pending such formal removal, the Member shall be excused from all Oversight Committee meetings. Notwithstanding the resignation or removal of a Member, such Member shall continue to be bound by the confidentiality provisions of these Bylaws. Members shall be responsible for any breach of these confidentiality provisions by such Member's Representative(s). In no event may Confidential Information be disclosed to research analysts or persons who trade in securities of, loans (including participations in loans) to or any other claim against the Reorganized Debtors. The Plan Administrator, upon agreement with the Oversight Committee, may designate certain Confidential Information as subject to special procedures, such as being available only to certain Representatives or not being available to one or more specified Members. To comply with their obligations as Members, Members who are from time to time contacted by constituent unsecured creditors or are otherwise obligated to report to other creditors or entities may not impart any Confidential Information, but may impart to such persons any public information supplied by the Reorganized Debtors or Plan Administrator to the Oversight Committee. With regard to non-public information or materials the Oversight Committee receives that thereafter do not remain non-public or confidential, except through disclosure by a Member in violation of this paragraph, Members may use such information or materials without ascertaining if the chosen use is consistent with a majority decision or intent of the Oversight Committee. Finally, the Oversight Committee recognizes and agrees that the Reorganized Debtors shall be deemed a third-party beneficiary of this section.

All obligations under this section shall terminate and be of no further force and effect on the date that is the later of (a) twenty-four (24) months after the Effective Date and (b) twelve (12) months after the termination of the Oversight Committee.

4.1 (a) Trading of Claims. Each Member hereby acknowledges that it may be receiving material, non-public information regarding one or more of the Reorganized Debtors. It additionally understands that the trading of claims is subject to the Member's fiduciary duties and may be subject to various federal and/or state laws or Orders of the Bankruptcy Court.

4.1 (b) Securities Matters. Each Member hereby acknowledges that it may be receiving material, non-public information regarding one or more of the Reorganized Debtors and that the trading of securities while in possession of such information is subject to the Member's fiduciary duties and may be restricted in accordance with federal and state securities laws or Orders of the Bankruptcy Court.

4.3 Return of Confidential Materials. Upon the resignation or removal of a Member, such Member shall promptly destroy (or make other appropriate arrangement with the Plan Administrator), with a letter to the Oversight Committee confirming such destruction in writing, all confidential material (including copies thereof) received by such Member in its capacity and in the course of its tenure as a Member of the Oversight Committee. Notwithstanding the foregoing, a Member shall not be required to return or destroy confidential material that it deems appropriate to retain for the purposes of compliance with applicable law, regulations or professional obligations, provided that all such retained confidential material shall remain subject to the confidentiality provisions of these Bylaws.

4.4 Communications with Creditors. Written communications with the creditors shall be made by the Chairperson at the direction of a majority of the Oversight

Committee. The form and substance of such communications shall be approved by the Oversight Committee.

4.5 Amendments. These Bylaws may be amended, repealed or adopted by the vote of all of the Members of the Oversight Committee then serving or otherwise upon order of the Bankruptcy Court after notice and opportunity for a hearing.

4.6 Action by Members in Their Individual Capacity. Nothing contained in these Bylaws (subject to confidentiality and disclosure-related restrictions contained in the Bylaws) shall prevent any Member from exercising its right as a creditor or party in interest in the Debtors' cases or from taking any action in its individual capacity as it deems appropriate.

Dated: [insert Effective Date]

Agreed and accepted:

Oversight Committee Member:

Third Avenue Management LLC ~~**or another fund managed by Third Avenue Management LLC, including Third Avenue Trust, on behalf of Third Avenue Focused Credit Fund**~~

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

Litespeed Master Fund, Ltd. ~~**or another fund or account, as the case may be, advised by Litespeed Management LLC and any of its affiliates**~~

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

JLP Credit Opportunity Master Fund Ltd.
c/o Phoenix Investment Adviser LLC

Oversight Committee Member Representative:

_____

Print Name:

Agreed and accepted:

Oversight Committee Member:

[To Come]

Oversight Committee Member Representative:

_____

Print Name:

EXHIBIT A

Members

~~1. Third Avenue Management LLC or another fund managed by Third Avenue Management LLC, including Third Avenue Trust, on behalf of Third Avenue Focused Credit Fund~~

1. Third Avenue Management LLC
Attn: Vincent Dugan
622 3rd Avenue, 32nd Floor
New York, NY 10017
vdugan@thirdave.com
Phone: 212-906-1195

~~2. Litespeed Master Fund, Ltd. or another fund or account, as the case may be, advised by Litespeed Management LLC and any of its affiliates~~

2. Litespeed Master Fund, Ltd.
Attn: Tim Daileader
623 Fifth Avenue, 26th Floor
New York, NY 10022.
Timd@litespeedpartners.com
Phone: 212-808-7453

3. JLP Credit Opportunity Master Fund Ltd.
c/o Phoenix Investment Adviser LLC
Attn: Jeffrey Schultz
420 Lexington Ave., Ste. 2040
New York, NY 10170
Phone: 212-359-6235

4. [To Come]

Exhibit L

Treatment of Intercompany Claims in Class A9 (Revised Filing)

With the following exception, Claims in Class A9 shall be cancelled, in one or more stages, at such time (a) after the entry of the Confirmation Order and (b) on or before the Effective Date, as the Debtors may determine in their reasonable discretion in consultation with the Consenting First Lien Creditors and the Consenting Junior Lien Creditors; *provided* that the Debtors may determine prior to the Effective Date, in their reasonable discretion and in consultation with the Consenting First Lien Creditors and Consenting Junior Lien Creditors, that all or a portion of such Class A9 Claims shall remain outstanding.

- The Intercompany Claim owed to HireRight Records Services, Inc. by its parent, HireRight Solutions, Inc., shall remain outstanding.

Exhibit N-2
Operating Debtors[4] Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned

SUPPLEMENTAL LIST

ADDITIONAL LISTS CAN BE LOCATED AT DOCKET NOS. 641, 663 AND 765

[4] The Operating Debtors are: Altegrity, Inc.; Albatross Holding Company, LLC; Albatross Marketing and Trading, LLC; Altegrity Acquisition Corp.; Altegrity Holding Corp.; Altegrity Risk International LLC; Altegrity Security Consulting, Inc.; CVM Solutions, LLC; D, D & C, Inc.; Engenium Corporation; FDC Acquisition, Inc.; HireRight Records Services, Inc.; HireRight Solutions, Inc.; HireRight Technologies Group, Inc.; HireRight, Inc.; KCMS, Inc.; KIA Holding, LLC; Kroll Associates, Inc.; Kroll Background America, Inc.; Kroll Crisis Management Group, Inc.; Kroll Cyber Security, Inc.; Kroll Factual Data, Inc.; Kroll Holdings, Inc.; Kroll Inc.; Kroll Information Assurance, Inc.; Kroll Information Services, Inc.; Kroll International, Inc.; Kroll Ontrack Inc.; Kroll Recovery LLC; Kroll Security Group, Inc.; National Diagnostics, Inc.; Ontrack Data Recovery, Inc.; Personnel Records International, LLC; and The Official Information Company.

General Notes to Operating Debtors' Assumption and Assumption and Assignment Schedules:

1. As set forth in Section 6.1 of the Plan, all of the Operating Debtors' Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date unless such Executory Contract or Unexpired Lease (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume or reject filed on or before the Effective Date; or (d) is identified as an Executory Contract or Unexpired Lease to be rejected pursuant to Exhibit N-1 prior to the Effective Date.

2. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective Affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on these Schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. All contract assumptions listed on Exhibit N-2 that are subject to modifications are contingent upon receipt of the signed agreement including the agreed upon modified terms. The Debtors reserve the right, on or prior to 5:00 p.m. on the Business Day immediately prior to the commencement of the Confirmation Hearing, (a) to amend Exhibit N-2 in order to add, delete or reclassify any executory contract or unexpired lease and (b) to amend the proposed Cure Amount notified to any contract party.

3. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in Exhibit N-2 without taking into account any succession or other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.

4. Although in most instances only certain agreements governing a transaction are currently described herein for a transaction that is being assumed, each other related operative document to which a Debtor is a party that is integral to such transaction also will be deemed to be part of Exhibit N-2 and shall be assumed if the related transaction is assumed unless such operative document has otherwise been rejected. References to any agreement to be assumed are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof, as may be further amended, modified or supplemented by the parties thereto between the date hereof and the Effective Date.

5. Except as otherwise indicated on Exhibit N-2 or in the notice delivered to the applicable party to the executory contract or unexpired lease, the Cure Amount for each executory contract and unexpired lease listed herein or otherwise being assumed by the Operating Debtors is zero ($0) and the Assumption Effective Date for such contracts and leases shall be the Effective Date.

6. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed certain contracts that they have previously assumed or rejected, and nothing herein is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract.

7. Certain confidential and proprietary commercial information has been redacted from the filed version of this Schedule. Counterparties to redacted executory contracts or unexpired leases have received individualized notice of the proposed treatment of their executory contracts or unexpired leases. An unredacted version of this Schedule will be provided to the U.S. Trustee, counsel to the Creditors' Committee, counsel to the Ad Hoc Group of First Lien Creditors, counsel to the Ad Hoc Group of Second and Third Lien Creditors and counsel to First Lien Credit Agreement Agent.

In Re: Altegrity, Inc., et al.
Case No. 15-10226 (LSS)

Operating Debtors

Contracts to be Assumed

Name	Address	Description	Debtor	Cure Amount
CITYSIDE ARCHIVES, LTD.	143 SECOND ST. JERSEY CITY, NJ 07302	STORAGE AND SERVICE AGREEMENT	KROLL ASSOCIATES, INC.	$4,599.56
LEXISNEXIS RISK SOLUTIONS FL INC.	PO BOX 7247-6640 PHILADELPHIA , PA 19170-6640	VENDOR AGREEMENT	KROLL ASSOCIATES, INC.	$112,190.89
ORACLE SUPPORT SERVICES	ATTN GENERAL COUNSEL ORACLE AMERICA, INC PO BOX 203448 DALLAS, TX 75320	SUPPORT SERVICES AGREEMENT AS REFERENCED BY SSN# 1784912 AND SSN# 5320346	HIRERIGHT, INC.	$131,975.52
ORACLE SUPPORT SERVICES	ATTN GENERAL COUNSEL ORACLE AMERICA, INC PO BOX 203448 DALLAS, TX 75320	SUPPORT SERVICES AGREEMENT AS REFERENCED BY SSN# 6552100	KROLL ONTRACK INC.	$1,150.01
ORACLE SUPPORT SERVICES	ATTN GENERAL COUNSEL ORACLE AMERICA, INC PO BOX 203448 DALLAS, TX 75320	SUPPORT SERVICES AGREEMENT AS REFERENCED BY SSN# 5320346	ALTEGRITY, INC.	$82.50
SAP AMERICA, INC	STEPHEN D. SPEARS 3999 WEST CHESTER PIKE NEWTON SQUARE, PA 19073	SOFTWARE LICENSE AGREEMENT	ALTEGRITY, INC.	$500,853.33
THE LEXISNEXIS RISK & INFORMATION ANALYTICS GROUP	PO BOX 7247-6640 PHILADELPHIA, PA 19170-6640	APPLICATION AND AGREEMENT	KROLL BACKGROUND AMERICA, INC.	$132,424.42

TOTAL NUMBER OF CONTRACTS: 7

TOTAL AMOUNT OF CURE: $883,276.23

Exhibit O

Liquidating Debtors[5] Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned

SUPPLEMENTAL LIST

ADDITIONAL LISTS CAN BE LOCATED AT DOCKET NOS. 641, 663 AND 765

[5] The Liquidating Debtors are: US Investigation Services, LLC, USIS International, Inc., USIS Worldwide, Inc. and John D. Cohen, Inc.

General Notes to Liquidating Debtors' Assumption and Assumption and Assignment Schedules:

1. As set forth in Section 6.1 of the Plan, unless listed on this Exhibit O or otherwise assumed or assumed and assigned prior to the Effective Date, all of the Liquidating Debtors' Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date.

2. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective Affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on these Schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. All contract assumptions listed on Exhibit O that are subject to modifications are contingent upon receipt of the signed agreement including the agreed upon modified terms. The Debtors reserve the right, on or prior to 5:00 p.m. on the Business Day immediately prior to the commencement of the Confirmation Hearing, (a) to amend Exhibit O in order to add, delete or reclassify any executory contract or unexpired lease and (b) to amend the proposed Cure Amount notified to any contract party.

3. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in Exhibit O without taking into account any succession or other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.

4. Although in most instances only certain agreements governing a transaction are currently described herein for a transaction that is being assumed, each other related operative document to which a Debtor is a party that is integral to such transaction also will be deemed to be part of Exhibit O and shall be assumed if the related transaction is assumed unless such operative document has otherwise been rejected. References to any agreement to be assumed are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof, as may be further amended, modified or supplemented by the parties thereto between the date hereof and the Effective Date.

5. Except as otherwise indicated on Exhibit O or in the notice delivered to the applicable party to the executory contract or unexpired lease, the proposed Cure Amount for each executory contract and unexpired lease listed herein or otherwise being assumed hereunder is zero ($0) and the assumption effective date for such contracts and leases shall be the Effective Date.

6. Out of an abundance of caution, and for the avoidance of doubt, the Debtors also have listed certain contracts that they have previously assumed or rejected, and nothing herein

is intended to change or alter the date of assumption or rejection or the terms of assumption or rejection of any previously assumed or rejected contract.

7. Certain confidential and proprietary commercial information has been redacted from the filed version of this Schedule. Counterparties to redacted executory contracts or unexpired leases have received individualized notice of the proposed treatment of their executory contracts or unexpired leases. An unredacted version of this Schedule will be provided to the U.S. Trustee, counsel to the Creditors' Committee, counsel to the Ad Hoc Group of First Lien Creditors, counsel to the Ad Hoc Group of Second and Third Lien Creditors and counsel to First Lien Credit Agreement Agent.

In Re: Altegrity, Inc., et al.
Case No. 15-10226 (LSS)

Liquidating Debtors
Contracts to be Assumed

Name	Address	Description	Debtor	Cure Amount
ALL CLEAR ID, INC.	ATTN GENERAL COUNSEL 823 CONGRESS AVE. STE 300 AUSTIN, TX 78701	MASTER SERVICES AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 2	NOT AVAILABLE	TRANSITION & ONGOING ACTIVITIES AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 2	NOT AVAILABLE	EMPLOYMENT AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 3	NOT AVAILABLE	TRANSITION & ONGOING ACTIVITIES AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 3	NOT AVAILABLE	EMPLOYMENT AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 4	NOT AVAILABLE	TRANSITION & ONGOING ACTIVITIES AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00
CONFIDENTIAL - EMPLOYEE - 4	NOT AVAILABLE	EMPLOYMENT AGREEMENT	US INVESTIGATIONS SERVICES, LLC	$0.00

TOTAL NUMBER OF CONTRACTS: 7 **TOTAL AMOUNT OF CURE: $0.00**

Specific Notes

SAP America, Inc. was previously on the liquidating debtor's list of contracts to be assumed. For avoidance of any doubt, SAP America, Inc. has been moved from the Liquidating Debtor's schedule to the Operating Debtor's schedule.

Exhibit R
Form of Letter Agreement

Altegrity, Inc.
600 Third Avenue, 4th Floor
New York, NY 10016

August [_], 2015

Goldman Sachs Bank USA
c/o Goldman, Sachs & Co.
30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn : [_____]

Beach Point Capital Management LP
1620 26th St., Suite 6000N
Santa Monica, CA 90404
Attn: Ken Wolfe, Gary Hobart

Caspian Capital LP
767 Fifth Avenue, Ste. 4502
New York, NY 10153
Attn: Geoffrey A. Gribling

Knighthead Capital Management, LLC
1140 Avenue of the Americas, 12th Floor
New York, NY 10036
Attn: Laura Torrado

Onex Credit Partners, LLC
712 Fifth Ave.
New York, NY 10019
Attn: Andrew Scheffer

P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019
Attn: Phil Brown, Vick Sandhu

Redwood Capital Management, LLC
910 Sylvan Ave.
Englewood Cliffs, NJ 07632
Attn: Sean Sauler

Oaktree Capital Management, L.P.
333 South Grand Ave., 28th Floor
Los Angeles, CA 90071
Attn: Mike Harmon, Rusty Hill, Cass Traub, Jason Worrell

Re: Amendments to the Credit Agreement

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 3, 2014 (the "Credit Agreement"), by and among Altegrity Acquisition Corp., a Delaware corporation, Altegrity, Inc.,

a Delaware corporation (the "Borrower"), the Lenders party thereto (the "Lenders") and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

Pursuant to that certain Restructuring Support Agreement, by and among the Borrower, Altegrity Holding Corp., Altegrity Acquisition Corp., each of the direct and indirect domestic subsidiaries of the Borrower that are party thereto, Providence Equity Partners VI L.P., Providence Equity Partners VI-A L.P., and certain creditors of Altegrity Acquisition Corp. and its subsidiaries, dated as of February 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified, including all schedules and exhibits thereto, the "RSA"), the Borrower (i) intends to enter into that certain Credit Agreement (the "Revolving Credit Agreement"), to be dated as of the Effective Date (as defined in the RSA) of the Chapter 11 Plan (as defined in the RSA), by and among Altegrity Acquisition, LLC, as Holdings, Altegrity, LLC, as the Borrower, the lenders party thereto and Cerberus Business Finance, LLC ("Cerberus"), as administrative agent and collateral agent, and (ii) has requested that Agent enter into that certain senior intercreditor agreement (in substantially the form of the draft filed with the U.S. Bankruptcy Court for the District of Delaware by the Borrower on June 19, 2015 (Case No. 15-10226 Docket No. 663), as may be amended in form and substance acceptable to Cerberus and the Agent, the "Senior Intercreditor Agreement"), to be dated as of the Effective Date of the Chapter 11 Plan, by and among Cerberus, as first lien agent, Agent, as second lien term agent, and Wilmington Trust, National Association, as second lien note agent.

As a condition to and in consideration for consent from the Agent and each Lender party to the RSA (each an "RSA Lender" and together the "RSA Lenders") to the Revolving Credit Agreement and to entry into the Senior Intercreditor Agreement, the Borrower hereby agrees to, within fifteen (15) Business Days after the Effective Date of the Chapter 11 Plan (or such later time as may be requested by the Borrower and agreed by the Required Lenders in their sole discretion), deliver its executed counterpart of documentation in a form reasonably acceptable to the Agent and the Borrower and in substance consistent with this letter agreement (such documentation, the "Post-Effective Date Amendment") to amend, modify and/or supplement the Credit Agreement and the other Loan Documents as set forth below:

(i) to amend the definitions of "Parent" and "Parent Holding Company" in Section 1.01 of the Credit Agreement to remove the references to Altegrity Holding Corp. and to include adequate references to the new direct and indirect parents of the Borrower as of the Effective Date;

(ii) to amend the Credit Agreement to include provisions pursuant to which each of the Lenders may participate in the purchase option set forth in Article VIII of the Senior Intercreditor Agreement (the "Purchase Option") and to permit, but not require, each Lender to elect to participate in any portion of the Purchase Option, provided that to the extent the Purchase Option is oversubscribed, each Lender shall receive at least its pro rata portion, and any amount in excess of such pro rata portion shall be distributed among the Lenders that elect to participate in the Purchase Option on a pro rata basis, in each case, substantially in the form and substance as set forth on Exhibit A hereto;

(iii) to amend the Guarantee and Collateral Agreement to require the Borrower to use commercially reasonable efforts to make the Agent party to any control agreement in favor of Cerberus with respect to the Control Collateral (as defined in the Senior Intercreditor Agreement);

(iv) to amend the Credit Agreement and any other Loan Document as necessary or desirable to conform to the new names of certain Loan Parties;

(v) to amend the Credit Agreement and any other Loan Document as necessary or desirable to effectuate the changes described above;

(vi) after the distribution of that certain real property (the "Real Estate") located at 125 Lincoln Avenue, Grove City, Pennsylvania to Altegrity Holding Corp. or its successor company (the "New Owner") pursuant to the Chapter 11 Plan, the Agent, Wilmington Trust, National Association, as note collateral agent for the holders of the First Lien Notes (the "First Lien Notes Agent"), at the direction of the Consenting First Lien Creditors (as defined in the Restructuring Support Agreement), and the New Owner shall execute any mortgages reasonably necessary to provide a perfected security interest (the "Real Estate Lien") in the Real Estate to the Agent and the First Lien Notes Agent, which shall secure the obligations under the Credit Agreement and the First Lien Notes Indenture, respectively; provided that any such mortgage shall provide that all other assets securing any obligations under the First Lien Notes Indenture and the Credit Agreement must have been liquidated and applied against such obligations before the Agent or the First Lien Notes Agent may enforce the Real Estate Lien or in any way foreclose or collect upon the Real Estate.

The effectiveness of the Post-Effective Date Amendment shall be expressly conditioned upon satisfaction of the following:

(i) delivery by the Borrower to the Agent for the benefit of the Lenders of an updated perfection certificate substantially in the form of the perfection certificate delivered on the Closing Date;

(ii) concurrently with the occurrence of the Effective Date, the cash collateralization of all outstanding Letters of Credit and the Obligations thereunder and related thereto with cash or deposit account balances in an amount equal to 103% of the L/C Exposure of such Letters of Credit in a manner and pursuant to documentation and terms and conditions in form and substance substantially in the form attached hereto as Exhibit B and reasonably agreed among the Agent, each Issuing Bank and the Borrower on or prior to the Effective Date; and

(iii) payment in full in cash of all Obligations arising from L/C Disbursements that are outstanding immediately prior to the occurrence of the Effective Date.

Without limiting the Company's ability to effectuate the transactions contemplated by the Chapter 11 Plan to occur on or before the Effective Date, including the transfer of the Real Estate to the New Owner, the Borrower warrants, covenants and agrees that at all times from and after

the Effective Date and until the amendments, modifications and/or supplements described above become effective, Borrower shall not, and shall cause each of its Subsidiaries not to:

(i) increase the basket in the First Lien Indenture for Restricted Payments with proceeds from the sale of debt of the Borrower or any Restricted Subsidiary that has been converted into or exchanged for Equity Interests of Altegrity Holding Corp.;

(ii) make any Restricted Payments to Altegrity Holding Corp. pursuant to Section 407 of the First Lien Indenture;

(iii) engage in any transactions with Altegrity Holding Corp. in reliance on Sections 410(b)(4), (13), (15), or (17) of the First Lien Indenture;

(iv) increase the basket in the Credit Agreement for Restricted Payments with proceeds from the sale of debt of the Borrower or any Restricted Subsidiary that has been converted into or exchanged for Equity Interests of Altegrity Holding Corp.;

(v) make any Restricted Payments to Altegrity Holding Corp. pursuant to Section 6.03 of the Credit Agreement; or

(vi) engage in any transaction with Altegrity Holding Corp. in reliance on Section 6.06(c) of the Credit Agreement.

The Borrower warrants, covenants and agrees that at all times from and after the date of this letter and until the amendments, modifications and/or supplements described above become effective, Borrower shall promptly disclose to the Agent any amendments, supplements or other modifications to the Restructuring Transactions (as defined in the Chapter 11 Plan).

This letter shall constitute a Loan Document for purposes of Section 7.01(e) of the Credit Agreement.

Notwithstanding anything herein to the contrary, this letter and any provision hereof may not be waived, amended, supplemented or modified except pursuant to an agreement or agreements in writing entered into by each of the parties signatory hereto.

* * * * *

[*signature page below*]

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter agreement.

ALTEGRITY, INC.,
as the Borrower

By: _____
Name:
Title:

Accepted and Agreed as of
the date first above written:

GOLDMAN SACHS BANK USA,
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed as of
the date first above written:

[RSA LENDER]

By: _____
Name:
Title:

Exhibit A

Section 9.21 of the Credit Agreement shall be amended and restated in its entirety to read as set forth below:

SECTION 9.21 ***Purchase Option.*** In connection with the purchase option set forth in Article VIII of the Senior Intercreditor Agreement (the "Purchase Option"), each Lender acknowledges and agrees that each Lender may purchase or acquire the Senior Priority Obligations (as defined in the Senior Intercreditor Agreement) pursuant to an Auction Process open to all Lenders on a pro rata basis in accordance with the terms of this Agreement. The Administrative Agent and the Lenders hereby consent to such Auction Process, provided that no Lender shall have an obligation to participate in such Auction Process and hereby waives the requirements of any provision that provides for the pro rata nature of payments to Lender that may otherwise prohibit any Auction Process. The Loan parties hereby consent to such Auction Process.

Section 1.01 of the Credit Agreement shall be amended to add the following new definitions in proper alphabetical order:

"Auction Process" shall mean the purchase (each, a "Purchase") by a Lender of Senior Priority Obligations; provided that, each such Purchase is made on the following basis:

(a) the Senior Priority Agent will notify the Administrative Agent in writing (a "Purchase Notice") (and the Administrative Agent will deliver such Purchase Notice to each relevant Lender) that the Senior Priority Agent wishes to make an offer to sell to each Lender with respect to the Senior Priority Obligations, in an aggregate principal amount as is specified by the Senior Priority Agent (the "Purchase Amount"); provided that the Purchase Notice shall specify that each Return Bid (as defined below) must be submitted by a date and time to be specified in the Purchase Notice, which date shall be no earlier than the second Business Day following the date of the Purchase Notice and no later than the fifth Business Day following the date of the Purchase Notice (or such other time as the Administrative Agent shall agree);

(b) the Senior Priority Agent will allow each Lender to submit a notice of participation (each, a "Return Bid") which shall specify the principal amount of Senior Priority Obligations such Lender is willing to purchase (the "Reply Amount");

(c) Senior Priority Secured Parties shall sell the Senior Priority Obligations to each Lender who provided a Return Bid, subject to clauses (d), (e), and (f) below;

(d) if the aggregate principal amount of all Return Bids submitted in any Purchase would exceed the aggregate amount of Senior Priority Obligations, the Senior Priority Secured Parties shall sell the Senior Priority Obligations ratably based on the aggregate principal amounts of all such Senior Priority Obligations offered to be purchased by each such Lender in an aggregate amount necessary to complete the sale of all of the Senior Priority Obligations;

(e) the Purchase shall otherwise be consummated pursuant to procedures (including as to timing, rounding and minimum amounts, Interest Periods, and other notices by the Senior Priority Agent) reasonably acceptable to the Administrative Agent (provided that, subject to the proviso

of subsection (f) of this definition, such Purchase shall be required to be consummated no later than fifteen Business Days after the time that Return Bids are required to be submitted by Lenders pursuant to the applicable Purchase Notice (the "Expiration Date"); provided, that such Expiration Date may be extended for a period not exceeding three (3) Business Days upon written request by the Administrative Agent not less than 24 hours before the original Expiration Date);

(f) upon submission by a Lender of a Return Bid, subject to the foregoing clauses (d) and (e), each Lender will be irrevocably obligated to buy the entirety or its pro rata portion (as applicable pursuant to clause (d) above) of the Senior Priority Obligations.

"Senior Intercreditor Agreement" shall mean that certain intercreditor agreement, dated as of [_____], 2015, by and among Cerberus Business Finance, LLC, as first lien agent, the Administrative Agent, as second lien term agent, and Wilmington Trust, National Association, as second lien note agent.

"Senior Priority Agent" shall have the meaning assigned to such term in the Senior Intercreditor Agreement.

"Senior Priority Obligations" shall have the meaning assigned to such term in the Senior Intercreditor Agreement.

"Senior Priority Secured Parties" shall have the meaning assigned to such term in the Senior Intercreditor Agreement.

Exhibit B

[See Attached]