

**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

Hearing Date: May 5, 2015 at 10:00 a.m. (EDT)

Objection Deadline: April 28, 2015 at 4:00 p.m. (EDT)

**DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTION 363(b) OF THE
BANKRUPTCY CODE AUTHORIZING THE DEBTORS TO (A) PAY EXPENSES IN
CONNECTION WITH EXIT FINANCING, (B) PROVIDE EXPENSE DEPOSITS TO
POTENTIAL EXIT FINANCING LENDERS AND (C) PROVIDE INDEMNIFICATION
TO POTENTIAL EXIT FINANCING LENDERS**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) seek entry of an order, substantially in the form attached here to as **Exhibit A**, authorizing them to (a) pay fees and expenses of certain potential exit financing lenders (each, a “**Potential Lender**”) in connection with the Debtors’ efforts to obtain exit financing, (b) provide expense deposits (collectively, the “**Expense Deposits**”) in an aggregate amount not to exceed \$100,000 to reimburse the Potential Lenders’ fees and expenses incurred in connection with the proposed exit financing and (c) provide indemnification to Potential Lenders for expenses, losses, claims, damages and liabilities arising out of or resulting from the process of considering whether to

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.

provide exit financing to Altegrity or any due diligence or investigation conducted in connection therewith. In support of this motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Debtors consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are section 363 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

Background

A. General Background

4. On February 8, 2015 (the “**Commencement Date**”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On February 24, 2015, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”). As of the date hereof, no trustee or examiner has been appointed in these chapter 11 cases.

6. Debtor Altegrity, Inc. (“**Altegrity**”), together with its Debtor and non-Debtor subsidiaries and affiliates, is a privately held global, diversified risk and information services company serving commercial customers and government entities. Altegrity is the parent company of three separately managed businesses: (a) Kroll, a leading provider of investigative and due diligence advisory services, e-discovery technologies, data recovery solutions, and risk mitigation and verification services, with offices in over 20 countries; (b) HireRight, a leading provider of employment background screening, drug/health screening and employment eligibility solutions, with services offered globally; and (c) USIS, which, until recently, provided background investigations and information management and security services to U.S. federal government agencies.

7. Additional information regarding the Debtors, including their business operations, corporate and capital structure, and the events leading to the Commencement Date, is more fully set forth in the *Declaration of Jeffrey Campbell, President and Chief Financial Officer of Altegrity, Inc., in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 15].

B. Need for Exit Financing

8. In accordance with the *Restructuring Support Agreement* dated as of February 2, 2015 (including all exhibits and waivers thereto and as the same may be amended, modified or supplemented from time to time, the “**RSA**”), a copy of which is attached as Exhibit 1 to the *Order Authorizing the Debtors to Assume the Restructuring Support Agreement* [Docket No. 208], on or prior to the effective date of the Debtors’ plan of reorganization, the Debtors must

put in place a new revolving credit facility in an amount up to \$60 million, with capacity for the issuance of letters of credit (the “**Exit Facility**”). To comply with the milestones set forth in the RSA, the effective date of the Debtors’ plan of reorganization—and, correspondingly, the entry into the Exit Facility—must occur on or before July 8, 2015. The Debtors’ failure to comply with such milestone may trigger a “Creditor Termination Event” under the RSA, which in turn may adversely impact the Debtors’ ability to continue to operate their businesses and administer these chapter 11 cases.

9. On March 30, 2015, the Debtors filed a motion seeking approval of their proposed disclosure statement [Docket No. 338] (the “**Disclosure Statement**”) which included as Exhibit A to the Disclosure Statement a copy of the Debtors’ proposed plan of reorganization (including all exhibits thereto and as the same may be amended, modified or supplemented from time to time, the “**Plan**”). A hearing to consider the adequacy of the information contained in the Disclosure Statement, as well as certain solicitation and related procedures in connection with the Plan, is scheduled for May 5, 2015. A key element of the restructuring contemplated by the proposed Plan is the requirement for the Debtors to enter into the Exit Facility on or before the effective date of the Plan in order to fund their ongoing business operations upon emergence. To that end, the Debtors are in negotiations with certain Potential Lenders regarding a potential Exit Facility.

10. Near the end of February 2015, Evercore Group L.L.C. (“**Evercore**”), the financial advisor to the Debtors, began efforts to seek candidates to provide the new revolving credit facility required by the RSA by reaching out to twenty-three (23) potential lenders. Confidentiality agreements were entered into with at least seven (7) likely prospects, including

the Potential Lenders. Evercore distributed marketing materials to the Potential Lenders, and certain of the Potential Lenders submitted proposals for the Exit Facility.

11. Although negotiations are continuing, the Debtors anticipate that the Potential Lenders will be unwilling to complete the necessary due diligence on an expeditious basis absent assurance that they will be reimbursed for their reasonable and documented fees and expenses associated with such diligence and provided with certain indemnification protections. Accordingly, to encourage the Potential Lenders to conduct due diligence and to ensure that they work expeditiously toward final documentation related to the Exit Facility, the Debtors are seeking authority to (a) pay all reasonable and documented fees and expenses incurred by or on behalf of the Potential Lenders in connection with the negotiation, preparation, execution and delivery of any and all definitive documentation relating to the Debtors' potential exit financing, the Potential Lenders' reasonable and documented legal fees and expenses (both for in-house and outside counsel), costs and expenses incurred by the Potential Lenders' examiners and appraisers (including agents for the Potential Lenders), audit fees, documentation fees and any filing and search fees (collectively, "**Expenses**"), (b) pay to the Potential Lenders one or more Expense Deposits in an aggregate amount not to exceed \$100,000 to reimburse costs and expenses incurred in evaluating, negotiating, preparing and submitting the Exit Facility or preparing and negotiating definitive documentation for the proposed Exit Facility and (c) provide indemnification to the Potential Lenders for expenses, losses, claims, damages and liabilities arising out of or resulting from the process of considering whether to provide exit financing to Altegrity or any due diligence or investigation conducted in connection therewith (the "**Indemnification Obligations**").

12. By providing Expense Deposits, the Debtors will be able to proceed with the Potential Lenders in a financing process to support confirmation and consummation of the Plan within the timeframe required by the RSA. In addition, by providing the Indemnification Obligations, Altegrity will indemnify and hold harmless each Potential Lender, its affiliates, and each of their respective assignees, subsidiaries, directors, officers, employees and agents (each an “**Indemnified Party**”) from and against any and all expenses, losses, claims, damages and liabilities to which such Indemnified Party may become subject, insofar as such expenses, losses, claims, damages and liabilities arise out of, or result from, the process of considering whether to provide financing to Altegrity or any due diligence or investigation conducted in connection therewith. Altegrity will also reimburse each Indemnified Party for any legal or other expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise). Indemnification Obligations will exclude all expenses, losses, claims, damages and liabilities which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any Indemnified Party or the material breach by any Indemnified Party of its obligations under a non-disclosure or confidentiality agreement with the Debtors. In addition, Altegrity will reimburse the Potential Lenders for all of their Expenses. If any Potential Lender does not execute definitive documentation for the requested exit financing, such Potential Lender will return its Expense Deposit to the Debtors, net of Expenses. Altegrity’s Indemnification Obligations will remain in effect whether or not definitive documentation is executed.

Relief Requested

13. By this motion, the Debtors seek entry of an order, pursuant to section 363 of the Bankruptcy Code and Rule 6004 of the Bankruptcy Rules, authorizing the Debtors to (a) pay the Expenses of the Potential Lenders in connection with the Debtors' efforts to obtain exit financing, (b) provide Expense Deposits in an aggregate amount not to exceed \$100,000 to reimburse the Potential Lenders' costs and expenses incurred in connection with the proposed exit financing and (c) provide certain indemnities to the Potential Lenders with respect to the proposed Exit Facility.

Basis for Relief

14. Section 363(b) of the Bankruptcy Code provides that a debtor "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not set forth a standard for determining when use of property of the estate out of the ordinary course of business should be authorized, courts in the Third Circuit generally authorize the debtor to use its sound business judgment when making such decisions if supported by a valid business justification. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) ("[U]nder normal circumstances the court would defer to the [debtor's] judgment so long as there is a legitimate business justification."); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) ("[C]ourts require the debtor to show that a sound business purpose justifies such actions."); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting section 363 requires "a sound business purpose" for proposed use of property). To determine whether the business judgment test is met, the court "is required to examine whether a reasonable

business person would make a similar decision under similar circumstances.” *In re AbitibiBowater Inc.*, 418 B.R. 815, 831 (Bankr. D. Del. 2009).

15. Once a debtor articulates a valid business justification, it is presumed that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.” *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). The business judgment rule shields a debtor’s management from judicial second-guessing, and mandates that a court approve a debtor’s business decision unless that decision is a product of bad faith or gross abuse of discretion. *See Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1047 (4th Cir. 1985) (applying the business judgment rule in evaluating debtor’s decision to reject an executory contract), *cert. denied*, 475 U.S. 1057 (1986); *see also Bridgeport Holdings Inc. Liquidating Trust v. Boyer (In re Bridgeport Holdings, Inc.)*, 388 B.R. 548, 567 (Bankr. D. Del. 2008). Thus, if a debtor’s decisions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b) of the Bankruptcy Code.

16. Bankruptcy courts routinely authorize debtors to enter into arrangement agreements, pay fees and expenses and grant indemnities thereunder in connection with efforts to locate exit financing as a sound exercise of a debtor’s business judgment. *See, e.g., In re W.R. Grace & Co.*, No. 01-01139 (KJC) (Bankr. D. Del. Jan. 28, 2014) [Docket No. 31648] (order authorizing debtors to pay exit financing related diligence fees and expense); *In re Appleseed’s Intermediate Holdings LLC*, No. 11-10160 (KG) (Bankr. D. Del. Mar. 1, 2011) [Docket No. 370] (same); *In re AbitibiBowater Inc.*, Case No. 09-11296 (Bankr. D. Del. July 14, 2010) [Docket No. 2636] (order authorizing entry into fee letter, reimbursement of expenses and to provide

indemnification); *In re Cooper-Standard Holdings Inc.*, Case No. 09-12743 (Bankr. D. Del. Feb 18, 2010) [Docket No. 851] (order authorizing entry into fee letter, reimbursement of expenses for proposed exit financing and to provide related indemnities); *In re Smurfit-Stone Container Corp.*, Case No. 09-10235 (Bankr. D. Del. Jan. 14, 2010) [Docket No. 4138] (order authorizing entry into exit term loan facility engagement, work fee letter and fee letters, to pay associated fees and expenses, and to provide related indemnities); *In re Freedom Communications Holdings, Inc.*, Case No. 09-13046 (Bankr. D. Del. Jan. 28, 2010) [Docket No. 989] (order authorizing the debtors to pay customary fees, reasonable out-of-pocket expenses and customary indemnification in connection with potential exit financing facility); *see also In re Global Aviation Holdings Inc.*, Case No. 12-40783 (Bankr. E.D.N.Y Nov. 21, 2012) [Docket No. 751] (order authorizing the payment of due diligence costs in connection with proposed exit financing facility).

A. The Proposed Expense Deposits and Indemnification Obligations Are a Sound Exercise of the Debtors' Business Judgment

17. The Debtors respectfully submit that there are substantial business justifications for allowing the Debtors to pay the Potential Lenders' Expenses, to fund the Expense Deposits and to provide the Indemnification Obligations to the Potential Lenders.

18. The Debtors submit in their reasonable business judgment that the relief requested in this motion is justified. Absent the relief sought herein, the Potential Lenders would refuse to commence due diligence and documentation for the Exit Facility which will thereby jeopardize the Debtors' ability to secure the necessary financing commitments on or before the effective date of the Plan in compliance with their contractual obligation under the RSA. Thus, to ensure that the exit financing process proceeds expeditiously and to avoid unnecessary delay, the Debtors believe it is critical to obtain the relief requested in this motion. In addition, the Debtors

believe that proceeding with due diligence with the Potential Lenders will result in a financing commitment on the best possible terms and conditions, which will facilitate the Debtors' successful emergence from chapter 11.

B. The Proposed Expense Deposits and Indemnification Obligations Are Reasonable and Appropriate Under the Circumstances

19. The relief requested by this motion is fair and reasonable under the circumstances. The Expense Deposits that the Debtors will provide to the Potential Lenders will appropriately reimburse the Potential Lenders for their reasonable and documented fees and expenses incurred in connection with the proposed Exit Facility. Similarly, the Indemnification Obligations proposed to be provided to the Potential Lenders appropriately protect such parties with respect to their services in connection with their diligence in connection with providing the Exit Facility. Importantly, the Debtors will only provide an indemnification with an express carve out for gross negligence and willful misconduct. Finally, the Debtors believe that the Potential Lenders will not commence due diligence absent reimbursement for their reasonable and documented fees and expenses incurred in connection with the proposed Exit Facility and the Indemnification Obligations.

20. The reimbursement of expenses and the provision of indemnities similar to the ones proposed by this motion are customary for such arrangements in the context of exit financing, and the Debtors believe that the proposed aggregate amount for the Expense Deposits is reasonable under the circumstances including the period of time during which the Potential Lenders must conduct their due diligence so that they may enter into the Exit Facility on or before the effective date of the Plan. *See, e.g., AbitibiBowater*, Case No. 09-11296 (Bankr. D. Del. Jul. 14, 2010) (approving an aggregate work fee of \$1.2 million, reimbursement of fees and expenses with an initial deposit of \$300,000 and indemnification); *Cooper-Standard*, Case No.

09-12743 (Bankr. D. Del. Feb 18, 2010) (approving initial deposit of \$225,000 and further deposits as may be necessary to cover out-of-pocket fees and expenses for services relating to \$150 million exit financing, and indemnification); *Smurfit-Stone*, Case No. 09-10235 (Bankr. D. Del. Jan. 14, 2010) (approving entry into arrangement fee letter to pay an arrangement fee based on the anticipated \$1.2 billion exit financing loan and certain nonrefundable fees and to reimburse actual, reasonable out-of-pocket expenses, and indemnification); see also *Global Aviation*, Case No. 12-40783 (Bankr. E.D.N.Y Nov. 21, 2012) (approving payment of up to \$350,000 for due diligence costs incurred by prospective lenders in connection with the anticipated \$20 million exit facility).

21. The Debtors believe that the benefits to the Debtors, their estates and creditors in permitting the Debtors' to provide indemnification of the Potential Lenders, and payment of the Expenses and Expense Deposits far outweigh the corresponding cost to the estates. Accordingly, the Debtors respectfully submit that ample justification exists for this Court to grant this motion.

Waiver of Bankruptcy Rule 6004(h)

22. The Debtors seek a waiver of any stay of the effectiveness of the order approving this motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of fourteen (14) days after the entry of the order, unless the court orders otherwise.” As set forth herein, the relief requested above is essential for the exit financing process, and any delay with respect to the services of the Potential Lenders could be detrimental to that process. Accordingly, the Debtors submit that cause exists to justify a waiver of the stay imposed by Bankruptcy Rule 6004(h).

Notice

23. The Debtors have provided notice of this motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Creditors' Committee; (c) counsel to the agent for the Debtors' prepetition secured credit facility; (d) the indenture trustee for each of the Debtors' outstanding bond issuances; (e) counsel to the *ad hoc* group of first lien debt holders; (f) counsel to the *ad hoc* group of second and third lien noteholders and debtor-in-possession lenders; (g) counsel to certain equity holders of Debtor Altegrity Holding Corp.; (h) the Internal Revenue Service; (i) the United States Attorney for the District of Delaware; (j) the United States Office of Personnel Management and (k) all persons and entities that have filed a request for service of filings in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

No Previous Request

24. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein, and (b) grant such other and further relief as is just and proper.

Dated: April 14, 2015
Wilmington, Delaware

/s/ Ryan M. Bartley

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**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

Hearing Date: May 5, 2015 at 10:00 a.m. (ET)

Objection Deadline: April 28, 2015 at 4:00 p.m. (ET)

NOTICE OF MOTION

TO: (A) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (B) COUNSEL TO THE CREDITORS' COMMITTEE; (C) COUNSEL TO THE AGENT FOR THE DEBTORS' PREPETITION SECURED CREDIT FACILITY; (D) THE INDENTURE TRUSTEE FOR EACH OF THE DEBTORS' OUTSTANDING BOND ISSUANCES; (E) COUNSEL TO THE *AD HOC* GROUP OF FIRST LIEN DEBT HOLDERS; (F) COUNSEL TO THE *AD HOC* GROUP OF SECOND AND THIRD LIEN NOTEHOLDERS AND DEBTOR-IN-POSSESSION LENDERS; (G) COUNSEL TO CERTAIN EQUITY HOLDERS OF DEBTOR ALTEGRITY HOLDING CORP.; (H) THE INTERNAL REVENUE SERVICE; (I) THE UNITED STATES ATTORNEY FOR THE DISTRICT OF DELAWARE; (J) THE UNITED STATES OFFICE OF PERSONNEL MANAGEMENT AND (K) ALL OTHER PARTIES REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") have filed the attached *Debtors' Motion for an Order Pursuant to Section 363(b) of the Bankruptcy Code Authorizing the Debtors to (A) Pay Expenses in Connection with Exit Financing, (B) Provide Expense Deposits to Potential Exit Financing Lenders and (C) Provide Indemnification to Potential Exit Financing Lenders* (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware.

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 7799 Leesburg Pike, Suite 1100 North, Falls Church, VA 22043.

PLEASE TAKE FURTHER NOTICE that any objections to the relief requested in the Motion must be filed on or before **April 28, 2015, at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 and served on the undersigned proposed co-counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON MAY 5, 2015, AT 10:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM #2, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND TO THE MOTION IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: Wilmington, Delaware
April 14, 2015

/s/ Ryan M. Bartley

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Co-Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**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

Re: Docket No. ____

**ORDER PURSUANT TO SECTION 363(b) OF THE BANKRUPTCY CODE
AUTHORIZING THE DEBTORS TO (A) PAY EXPENSES IN CONNECTION WITH
EXIT FINANCING, (B) PROVIDE EXPENSE DEPOSITS TO POTENTIAL EXIT
FINANCING LENDERS AND (C) PROVIDE INDEMNIFICATION TO POTENTIAL
EXIT FINANCING LENDERS**

Upon the motion (the “**Motion**”)² of the Debtors, pursuant to section 363 and Bankruptcy Rules 6004, for an order (this “**Order**”) authorizing the Debtors to (a) pay certain fees and expenses of Potential Lenders in connection with potential exit financing, (b) provide expense deposits to Potential Lenders to reimburse costs and expenses incurred in connection with the potential exit financing and (c) provide certain indemnities to Potential Lenders, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing*

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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

Order of Reference from the United States District Court for the District of Delaware; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their creditors and all parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized, but not required, to pay all reasonable and documented fees and expenses incurred by or on behalf of the Potential Lenders in connection with the negotiation, preparation, execution and delivery of any and all definitive documentation relating to the Debtors' potential exit financing, the Potential Lenders' reasonable and documented legal fees and expenses (both for in-house and outside counsel), costs and expenses incurred by the Potential Lenders' examiners and appraisers (including agents for the Potential Lenders), audit fees, documentation fees and any filing and search fees (collectively, the "**Expenses**").
3. The Debtors are authorized, but not required, to provide the Expense Deposits in an aggregate amount not to exceed \$100,000 to reimburse the Potential Lenders' Expenses; provided, that if any Potential Lender does not execute definitive documentation for the requested exit financing, such Potential Lender will return any Expense Deposit to the Debtors, net of Expenses.

4. Subject to paragraph 5, the Debtors are authorized, but not required, to indemnify and hold harmless each Potential Lender, its affiliates, and each of their respective assignees, subsidiaries, directors, officers, employees and agents (each an “**Indemnified Party**”) from and against any and all expenses, losses, claims, damages and liabilities to which such Indemnified Party may become subject, insofar as such expenses, losses, claims, damages and liabilities arise out of, or result from, the process of considering whether to provide exit financing to Altegrity or any due diligence or investigation conducted in connection therewith.

5. The Debtors are authorized, but not required, to reimburse each Indemnified Party for any legal or other expenses incurred in connection with investigating, defending or participating in any such loss, claim, damage, liability or action or other proceeding (whether or not such Indemnified Party is a party to any action or proceeding out of which indemnified expenses arise); provided that the Debtors shall not reimburse any Indemnified Party for any expenses, losses, claims, damages and liabilities which are finally determined in a non-appealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any Indemnified Party or the material breach by any Indemnified Party of its obligations under a non-disclosure or confidentiality agreement with the Debtors.

6. This Order is without prejudice to the Debtors’ right to seek authority to pay any additional due diligence fees that the Debtors believe are reasonable and necessary.

7. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted herein.

8. Notwithstanding the possible application of Bankruptcy Rule 6004(h) or otherwise, this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: _____
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE