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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. 1)

THE KROLL-O'GARA COMPANY
(Name of Issuer)

COMMON STOCK, $0.01 PAR VALUE
(Title of Class of Securities)

501050108
(CUSIP Number)

Kathleen E. Shannon
Vice President and Secretary
American International Group, Inc.
70 Pine Street
New York, New York 10270
(212) 770-5123
(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

November 15, 1999
(Date of Event which Requires Filing of this Statement)

If a filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [ ].

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

1.	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON American International Group, Inc. I.R.S. Identification No. 13-2592361	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ] (b) [ ]
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS 00	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[ ]
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Incorporated under the laws of the State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER	1,444,212
	8. SHARED VOTING POWER	0
	9. SOLE DISPOSITIVE POWER	1,444,212
	10. SHARED DISPOSITIVE POWER	0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,444,212	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14.	TYPE OF REPORTING PERSON HC, CO	

Item 1. Security and Issuer.

This Statement relates to the Common Stock, $0.01 par value (the "Common Stock"), of THE KROLL-O'GARA COMPANY (the "Company"). This Amendment No. 1 to Schedule 13D amends and supplements Items 1, 4, 5 and 6 of the Statement on Schedule 13D dated December 1, 1997 (the "Schedule 13D"). The principal executive offices of the Company are located at 9113 LeSaint Drive, Fairfield, Ohio 45014. Capitalized terms used herein and not otherwise defined, shall have the meaning ascribed to such terms as in the Schedule 13D.

Item 4. Purpose of Transaction.

On November 15, 1999, the Company announced that it had entered into a definitive agreement with Blackstone Capital Partners III Merchant Banking Fund L.P. pursuant to which shares held by all shareholders of the Company, other than AIG and certain members of management, will be acquired for $18.00 per share in cash, subject to shareholder approval (the "Merger"). In connection with such agreement, AIG has entered into a Voting, Sale and Retention Agreement dated as of November 15, 1999 and attached hereto as Exhibit 3 to the Schedule 13D (the "Voting Agreement"), among BCP/KROG Acquisition Company L.L.C. ("BCP LLC"), Kroll Electronic Recovery, Inc. ("New Kroll Holdings") and certain shareholders of the Company identified on the schedules to the Voting Agreement, pursuant to which AIG (i) agrees to sell a portion of the shares of Common Stock owned by it to BCP LLC, (ii) agrees to waive its right to receive cash in the Merger with respect to a specified number of shares of Common Stock ("Retained Common Shares"), (iii) agrees and acknowledges that the Retained Common Shares will be converted into newly issued shares of New Kroll Holdings' Series A Preferred Stock in accordance with the Merger and (iv) agrees that it will negotiate in good faith with BCP LLC with respect to the terms of a stockholders agreement among the stockholders of New Kroll Holdings. If the shareholders of the Company approve the Merger, AIG intends to deliver its shares of Common Stock as agreed in the Voting Agreement.

Item 5. Interest in Securities of Issuer.

(a) and (b). The information required by these paragraphs is set forth in Items 7 through 11 and Item 13 of the cover page to this Schedule 13D and is based upon the number of shares of Common Stock outstanding on November 1, 1999 (22,212,440), as reported by the Company in its Quarterly Report on Form 10-Q for the quarter ended September 30, 1999.

(c) AIG and, to the best of its knowledge, each of the Covered Persons have not engaged in any transactions in the Common Stock during the past 60 days other than in connection with the Voting Agreement.

(d) and (e). Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information required by this Item 6 is set forth in Item 4.

Item 7. Materials to be Filed as Exhibits.

(a) Voting, Sale and Retention Agreement.

SIGNATURE

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

Date: November 23, 1999

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Kathleen E. Shannon

Name: Kathleen E. Shannon
Title: Vice President and Secretary

EXHIBIT 3

VOTING, SALE AND RETENTION AGREEMENT

AGREEMENT dated as of November 15, 1999, among BCP/KROG Acquisition Company L.L.C., a Delaware limited liability company ("BCP LLC"), Kroll Electronic Recovery, Inc., a Delaware corporation ("New Kroll Holdings"), the parties listed on Schedule A hereto (collectively, the "Retaining Shareholders") and the parties listed on Schedule B hereto (collectively, the "O'Gara Shareholders", and together with the Retaining Shareholders, the "Shareholders").

BACKGROUND

1. Immediately after the execution and delivery of this Agreement, The Kroll-O'Gara Company, an Ohio corporation (the "Company"), New Kroll Holdings, KER Acquisition, Inc., an Ohio corporation which is currently an indirect wholly owned subsidiary of New Kroll Holdings ("Reorganization Merger Sub"), and BCP/KROG Merger Corp., a Delaware corporation and a wholly owned subsidiary of BCP LLC ("Recapitalization Merger Sub"), are entering into a Merger Agreement (the "Merger Agreement"). (Capitalized terms used but not defined herein will have the meanings assigned to them in the Merger Agreement.) The Merger Agreement provides, among other things, for the following two mergers to occur:

- A "Reorganization Merger", in which Reorganization Merger Sub will merge with and into the Company, with the shares of the Company being converted into a like number of shares of New Kroll Holdings and the shares of Reorganization Merger Sub being converted into shares of the Company, such that the Company will become an indirect wholly owned subsidiary of New Kroll Holdings, which itself will become the entity publicly held by the shareholders who previously held shares in the Company; and

- A "Recapitalization Merger", which will occur immediately following consummation of the Reorganization Merger and in which Recapitalization Merger Sub will merge with and into New Kroll Holdings, with the shares of New Kroll Holdings (subject to certain exceptions described in this Agreement) being converted into the right to receive cash and the shares of Recapitalization Merger Sub being converted into shares of New Kroll Holdings.

2. Each Shareholder owns the number of shares of common stock, par value $.01 per share, of the Company (the "Company Common Stock") specified opposite its name under the column "Owned Shares" on Schedule A (with respect to the Retaining Shareholders) or Schedule B (with respect to the O'Gara Shareholders). All of such shares, together with any shares of Company Common Stock acquired of record or beneficially by such Shareholders in any capacity after the date hereof and prior to the Effective Time of the Recapitalization Merger, whether upon exercise of options, conversion of convertible securities, purchase, exchange or otherwise, will be referred to herein as "Owned Shares". (It is understood that, following consummation of the Reorganization Merger, references to "Company Common Stock" will mean the shares of common stock, par value $.01 per share, of New Kroll Holdings.)

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3. As a condition to causing Recapitalization Merger Sub to enter into the Merger Agreement, BCP LLC requires that this Agreement be entered into.

ARTICLE 1: REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of the Shareholders. Each Shareholder, severally and not jointly, represents and warrants to BCP LLC as follows:

(a) Authority; Enforceability. Such Shareholder has the legal capacity (in the case of Shareholders that are natural persons) and all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by such Shareholder and constitutes a valid and binding obligation of such Shareholder enforceable against it in accordance with its terms.

(b) No Conflicts. Except for filings required under the HSR Act, the applicable requirements of the Securities Act and the Exchange Act, and the applicable requirements of state securities, blue sky or takeover or other corporate laws, (A) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority or any other person is necessary for the execution of this Agreement by such Shareholder and the consummation by it of the transactions contemplated hereby, and (B) the execution and delivery of this Agreement by such Shareholder, the consummation of the transactions contemplated hereby and compliance with the terms hereof by such Shareholder will not conflict with, or result in any violation of, or default (with or without notice or lapse of time or both) under any provision of, the certificate of incorporation, by-laws or analogous documents of such Shareholder (if the Shareholder is not a natural person) or any other agreement to which such Shareholder is a party, including any voting agreement, shareholders agreement, voting trust, trust agreement, pledge agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license, or violate any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to such Shareholder or to its property or assets.

(c) Ownership, Etc. of Shares. Such Shareholder is the beneficial owner of the number of shares of Company Common Stock set forth opposite such Shareholder's name under the Column "Owned Shares" on Schedule A or Schedule B, as applicable. Such Shareholder has good and marketable title to its Owned Shares, free and clear of any encumbrances, agreements, adverse claims, liens or other arrangements with respect to the ownership of or the right to vote or dispose of its Owned Shares (other than under this Agreement). On the date hereof, the Owned Shares constitute all of the outstanding shares of Company Common Stock owned of record or beneficially by such Shareholder. Such Shareholder does not have record or beneficial ownership of any Shares not set forth on Schedule A or Schedule B, as applicable. Such Shareholder has sole power of disposition with respect to all of its Owned Shares and sole voting power with respect to the matters set forth in Section 2(a) and sole power to demand dissenter's or appraisal rights, in each case with respect to all of its Owned Shares, with no restrictions on

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such rights, subject to applicable federal securities laws and the terms of this Agreement. None of such Owned Shares is subject to any voting trust, stockholders agreement or other agreement, arrangement or restriction with respect to the voting or transfer of any of the Owned Shares, except as contemplated by this Agreement and the Merger Agreement.

(d) Access to Information, Etc. Such Retaining Shareholder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act. It has been provided with a copy of the Merger Agreement and has had an opportunity to review it. It has been supplied with, or otherwise has had access to, adequate information and the opportunity to ask questions in order to make its own independent decision to retain shares of Company Common Stock or have such shares convert into Series A Preferred Stock or Series B Preferred Stock in the Recapitalization Merger, as provided herein and in the Merger Agreement. It understands that the shares of Series A Preferred Stock and Series B Preferred Stock that it may receive in the Recapitalization Merger will not have been registered under the Securities Act and that the certificates for such shares will bear an appropriate legend to such effect. It further understands that such Retained Common Shares as well as the shares of Series A Preferred Stock and Series B Preferred Stock to be received in the Recapitalization Merger will bear an appropriate legend with respect to the stockholders' agreement referred to in Section 6.1 below.

1.2 Representations and Warranties of BCP LLC and Recapitalization Merger Sub. BCP LLC represents and warrants to each Shareholder as follows:

(a) Authority. It is duly organized, validly existing and in good standing under the laws of Delaware. It has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(b) No Conflicts; Enforceability. Except for filings required under the HSR Act, the applicable requirements of the Securities Act and the Exchange Act, and the applicable requirements of state securities, blue sky or takeover laws, (A) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority or any other person is necessary for the execution of this Agreement by BCP LLC and the consummation by it of the transactions contemplated hereby, and (B) the execution and delivery of this Agreement by BCP LLC, the consummation by it of the transactions contemplated hereby and its compliance with the terms hereof will not conflict with, or result in any violation of, or default (with or without notice or lapse of time or both) under any provision of, its certificate of formation or limited liability company agreement or any other agreement to which it is a party, including any voting agreement, stockholders agreement, voting trust, trust agreement, pledge agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license, or violate any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to BCP LLC or to its property and assets.

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ARTICLE 2: TRANSFER RESTRICTIONS

2.1 Transfer Restrictions. Each Shareholder hereby agrees during the term of this Agreement not to (i) directly or indirectly sell, transfer, pledge, encumber, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement or understanding (including any profit sharing arrangement) with respect to the Transfer of, any of its Owned Shares to any person other than pursuant to the terms of the Merger Agreement or this Agreement, (ii) enter into any voting arrangement or understanding other than under this Agreement, whether by proxy, voting agreement or otherwise, with respect to any of its Owned Shares, or (iii) take any action that would make any of its representations or warranties contained herein untrue or incorrect or have the effect of preventing or impeding such Shareholder from performing any of its obligations under this Agreement.

ARTICLE 3: SUPPORT OF TRANSACTIONS

3.1 Voting of Total Shares. At any Company Shareholders Meeting or at any adjournment thereof or in any other circumstances upon which any shareholders' vote, consent or other approval is sought, each O'Gara Shareholder will attend such meeting, in person or by proxy, and will vote all of its Owned Shares or otherwise provide requisite written consent (i) in favor of the Mergers and the adoption and the approval of the principal terms of the Merger Agreement and each of the other transactions contemplated by the Merger Agreement, (ii) against any action or agreement that would result in a breach in any material respect of any covenant, representation or warranty or any other obligation or agreement of the Company under the Merger Agreement, and (iii) against any action or agreement that would impede, interfere with, delay or postpone or that would reasonably be expected to discourage the Mergers, including, but not limited to:

(A) any extraordinary corporate transactions other than the Mergers, such as a merger, consolidation or other business combination involving the Company and its subsidiaries, a sale or transfer of a material amount of assets of the Company and its subsidiaries, a sale of a significant amount of capital stock, or options or rights to purchase a significant amount of capital stock, of the Company or any of its subsidiaries, or a reorganization, recapitalization or liquidation of the Company and its subsidiaries;

(B) any amendment of the Company's Amended and Restated Articles of Incorporation or Code of Regulations or other proposal or transaction involving the Company or any of its subsidiaries, which amendment or other proposal or transaction would in any manner impede, prevent or nullify the Mergers, the Merger Agreement or any of the other transactions contemplated by the Merger Agreement or change in any manner the voting rights of any class of the Company's capital stock;

(C) any change in the management or Board of Directors of the Company not

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expressly contemplated by the Merger Agreement;

(D) any material change in the present capitalization or dividend policy of the Company; or

(E) any other material change in the Company's corporate structure or business.

3.2 No Other Proxies. Each O'Gara Shareholder will not, unless and until this Agreement terminates in accordance with Section 7.2 hereof, grant (other than through a proxy solicited by the Board of Directors of the Company through which the Shareholder will provide voting instructions consistent with the requirements of Section 3.1 hereof) any proxy or power of attorney with respect to any of its Owned Shares, deposit any of its Owned Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of its Owned Shares. Each Shareholder further agrees not to commit or agree to take any action inconsistent with any of the matters covered in this Article 3.

3.3 No Solicitation. Each O'Gara Shareholder hereby agrees during the term of this Agreement that it will not, directly or indirectly, nor shall it authorize, instruct or, if asked or notified, permit (to the extent feasible) any of its trustees, advisors, agents, representatives or other intermediaries to, (i) solicit, initiate, encourage or take any action to facilitate any submission of inquiries, proposals or offers from any person relating to (A) any acquisition or purchase of any or all of its Owned Shares or (B) any Acquisition Proposal, or agree to or endorse any Acquisition Proposal, other than the transactions contemplated by the Merger Agreement, or (ii) enter into or participate in any discussions or negotiations regarding any of the foregoing or furnish to any other person any information with respect to the Company's business, properties or assets or any of the foregoing, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other person to do or seek any of the foregoing (other than solely in his capacity as an officer or director of the Company in the event that the Board of Directors of the Company has concluded in accordance with Section 5.05 of the Merger Agreement failing to take these or similar actions on the part of the Company would be reasonably likely to cause the Board of Directors to be in breach of its fiduciary duties to the shareholders of the Company under the OGCL). Notwithstanding anything in this Agreement to the contrary, from and after the date hereof, each O'Gara Shareholder shall promptly advise BCP LLC orally and in writing of the receipt by any of them (or any of the other entities or persons referred to above) of any Acquisition Proposal (it being understood that to the extent solely received in their respective capacities as officers or directors of the Company, their obligation to so advise BCP LLC shall be governed by the Merger Agreement) or any inquiry which is likely to lead to any Acquisition Proposal, the material terms and conditions of such Acquisition Proposal or inquiry and the identity of the person making any such Acquisition Proposal or inquiry. Each O'Gara Shareholder will keep BCP LLC fully informed of the status

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and details of any such Acquisition Proposal or inquiry (it being understood that to the extent such Acquisition Proposal was received solely in their respective capacities as officers or directors of the Company, their obligation to so advise BCP LLC shall be governed by the Merger Agreement).

3.4 Termination. Notwithstanding anything herein to the contrary, at the option of BCP LLC, exercisable at any time, this Article 3 will automatically terminate and the O'Gara Shareholders will be free to vote their shares of Company Common Stock as they see fit and take any other any action otherwise prohibited by this Article 3.

ARTICLE 4: PURCHASE AND SALE OF SHARES

4.1 Purchase and Sale. Upon the terms and subject to the conditions set forth herein, the Retaining Shareholders, severally and not jointly, agree to sell and transfer to BCP LLC, and BCP LLC agrees to purchase from the Retaining Shareholders, the number of Shares listed under the column "Cash-Out Shares" corresponding to the respective Retaining Shareholders as set forth on Schedule A (such Shares, the "Cash-Out Shares") for a purchase price per share equal to the amount of cash Merger Consideration payable per share in the Recapitalization Merger.

4.2 Closing; Delivery and Payment. The closing of the purchase and sale of the Cash-Out Shares under Section 4.1 will occur immediately prior to the Effective Time of the Reorganization Merger at the place where the closing of the Mergers is to occur. At such closing, subject to the terms and conditions of this Agreement, the Retaining Shareholders will deliver to BCP LLC certificates representing the Cash-Out Shares respectively being sold by them duly endorsed and in form for transfer to BCP LLC, and BCP will pay for the Cash-Out Shares being purchased by wire transfer of immediately available funds to accounts designated by the respective Retaining Shareholders no later than two business days prior to such closing date.

4.3 Conditions to Closing.

(a) Conditions to Obligations of BCP LLC to Purchase. BCP LLC's obligation to purchase the Cash-Out Shares in accordance with Section 4.1 is subject to (i) the accuracy in all material respects of the representations and warranties of the Retaining Shareholders in Article 1, (ii) the compliance in all material respects by the Retaining Shareholders with their covenants contained in this Agreement, (iii) the satisfaction of all of the conditions set forth in the Merger Agreement applicable to the obligations of Recapitalization Merger Sub to consummate the Recapitalization Merger (or, if any such conditions have not yet been satisfied, BCP LLC shall have received satisfactory evidence that all such unsatisfied conditions will be

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satisfied imminently), and (iv) the concurrent sale to and purchase by BCP LLC of all the Cash-Out Shares held by all the Retaining Shareholders.

(b) Conditions to Obligations of Retaining Shareholders to Sell. Each Retaining Shareholder's obligation to sell the Cash-Out Shares being sold by it in accordance with Section 4.1 is subject to (i) its receipt of satisfactory evidence that the Mergers will be consummated immediately following the sale of the Cash-Out Shares to BCP LLC, and (ii) the accuracy in all material respects of the representations and warranties of BCP LLC in Article 1.

ARTICLE 5: TREATMENT OF SHARES IN THE RECAPITALIZATION MERGER

5.1 Waiver of Right to Receive Cash and Agreement to Retain Shares. With respect to certain of the Retaining Shareholders, Schedule A identifies a specified number of their shares as "Retained Common Shares" ("Retained Shares"), which shares shall include the restricted stock granted to such shareholders by the Company subject to certain terms and conditions which continue to apply. Such Retaining Shareholders irrevocably waive their right to receive cash in respect of such Retained Shares and acknowledge and agree that their Retained Shares will not be converted into cash in the Recapitalization Merger but instead will remain outstanding and unchanged following consummation of such Recapitalization Merger. BCP LLC irrevocably waives its right to receive cash in respect of any shares of Company Common Stock held by it at the effective time of the Recapitalization Merger and acknowledges and agrees that such shares will not be converted into cash in the Recapitalization Merger but instead will remain outstanding and unchanged following consummation of the Recapitalization Merger.

5.2 Waiver of Right to Receive Cash and Agreement to Receive Series C Preferred Stock and Series D Preferred Stock. With respect to Jules Kroll, Schedule A identifies 1,666,666.67 of his shares of Company Common Stock as "Shares to be Converted into Series C and D Preferred Stock" ("Series C/D Conversion Shares"). Jules Kroll irrevocably waives his right to receive cash in respect of such Series C/D Conversion Shares and acknowledges and agrees that his respective Series C/D Conversion Shares will not be converted into cash in the Recapitalization Merger but instead will be converted into 15,000 newly issued shares of New Kroll Holdings' Series C Preferred Stock and 15,000 newly issued shares of New Kroll Holdings' Series D Preferred Stock in accordance with the terms of the Merger Agreement.

5.3 Waiver of Right to Receive Cash and Agreement to Receive Series A Preferred Stock. With respect to American International Group, Inc. ("AIG"), Schedule A identifies 1,111,111.12 of its shares of Company Common Stock as "Shares to be Converted into Series A Preferred Stock" ("Series A Conversion Shares"). AIG irrevocably waives its right to receive cash in respect of such Series A Conversion Shares and acknowledges and agrees that such Series A Conversion Shares will not be converted into cash in the Recapitalization Merger but instead will be converted into 20,000 newly issued shares of New Kroll Holdings' Series A Preferred Stock in accordance with the terms of the Merger Agreement.

5.4 Appraisal Rights. Each Shareholder hereby irrevocably waives any rights of

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appraisal with respect to the Mergers or rights to dissent from the Mergers that such Shareholder may otherwise have, with respect to the Reorganization Merger, under the OGCL or, with respect to the Recapitalization Merger, under the Delaware General Corporation Law.

ARTICLE 6: COVENANTS

6.1 Stockholders' and Conversion Agreements. (a) Each Retaining Shareholder agrees that it will negotiate in good faith with BCP LLC with respect to the terms of a stockholders' agreement to be entered into on terms mutually satisfactory to such Retaining Shareholder and BCP LLC, including terms as to customary registration rights.

(b) By the closings, BCP LLC and Jules Kroll will enter into a Conversion Agreement reflecting the terms in the term sheet dated the date hereof concerning such conversion.

6.2 Further Assurances. Each of the parties hereto agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as any of the other parties to this Agreement may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

ARTICLE 7: MISCELLANEOUS

7.1 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7.2 Termination. This Agreement will terminate, and no party hereto shall have any rights or obligations hereunder, upon the first to occur of (a) the Effective Time of the Recapitalization Merger and (b) the termination of the Merger Agreement in accordance with its terms. Furthermore, this Agreement will terminate as to the O'Gara Shareholders if the Merger Agreement is amended without their consent to reduce the Cash Merger Consideration.

7.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, including any written or oral agreement or understanding, among or between the parties with respect to the subject matter hereof.

7.4 Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto whose rights or obligations are affected by such

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amendment. Without limiting the generality of the foregoing, this Agreement may be amended to add to or subtract from the list of Retaining Shareholders and/or to modify the treatment of Retaining Shareholders' holdings as set forth on Schedule A, and such amendment need only be executed by BCP LLC and those Retaining Shareholders who are being added to or subtracted from the list of Retaining Shareholders or the treatment of whose holdings is being modified as set forth on Schedule A.

7.5 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by telecopy or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to BCP LLC or Recapitalization Merger Sub:

c/o Blackstone Management Partners III L.L.C.
345 Park Avenue
New York, New York 10154
Attention: Robert L. Friedman
Facsimile: (212) 583-5704

with a copy to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
Attention: Wilson S. Neely, Esq.
Facsimile: (212) 455-2502

if to the O'Gara Shareholders:

As they shall notify the other parties

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Kenneth Heitner, Esq.
Facsimile: (212) 310-8007

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if to AIG:

American International Group, Inc.
70 Pine Street
New York, NY 10270
Attention: Howard Smith
Facsimile: (212) 509-4543

if to the other Retaining Shareholders:

c/o the Kroll-O'Gara Company
900 Third Avenue
New York, NY 19922
Attention: [Name of Retaining Shareholder]

Facsimile: (212) 750-6194

with a copy to:

Latham & Watkins
885 Third Avenue Suite 1000
New York, NY 10022
Attention: Ron Hopkinson, Esq.
Facsimile: (212) 751 - 4864

7.6 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

7.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

7.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7.9 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedy to which it may be entitled, at law or in equity, the parties shall be entitled to the remedy of specific performance of the covenants and agreements contained herein and injunctive and other equitable relief.

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7.10 No Termination or Closure of Trusts. Unless, in connection therewith, the Shares held by any trust which are presently subject to the terms of this Agreement are transferred upon termination to one or more Retaining Shareholders and remain subject in all respects to the terms of this Agreement, the Retaining Shareholders who are trustees shall not take any action to terminate, close or liquidate any such trust and shall take all steps necessary to maintain the existence thereof at least until the first to occur of (i) the Effective Time of the Recapitalization Merger and (ii) the termination of the Merger Agreement in accordance with its terms.

7.11 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto. Except as provided in the preceding sentence, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies or any nature whatsoever under or by reason of this Agreement.

7.12 Descriptive Headings. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7.13 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7.14 Definitions; Construction. For purposes of this Agreement:

(a) "Beneficially Own" or "Beneficial Ownership" with respect to any securities shall mean having "beneficial ownership" of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act), including pursuant to any agreement, arrangement or understanding, whether or not in writing. Without duplicative counting of the same securities by the same holder, securities Beneficially Owned by a Person shall include securities Beneficially Owned by all other Persons with whom such Person would constitute a "group" as described in Section 13(d)(3) of the Exchange Act.

(b) "Person" shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity.

(c) In the event of a stock dividend or distribution, or any

change in the Company Common Stock by reason of any stock dividend, split-up, recapitalization, combination, exchange of shares or the like, the term "Shares" shall be deemed to refer to and include the Shares as well as all such stock dividends and distributions and any shares into which or for which any or all of the Shares may be changed or exchanged.

7.15 Shareholder Capacity. Notwithstanding anything herein to the contrary, no person executing this Agreement who is, or becomes during the term hereof, a director of the Company makes any agreement or understanding herein in his capacity as such a director, and the agreements set forth herein shall in no way restrict any director in the exercise of his fiduciary duties as a director of the Company. Each Shareholder has executed this Agreement solely in his capacity as the record or beneficial holder of such Shareholder's Owned Shares or as the trustee of a trust whose beneficiaries are the beneficial owners of such Shareholder's Owned Shares.

IN WITNESS WHEREOF, each of BCP LLC, the Company, New Kroll Holdings, and the Shareholders listed below have caused this Agreement to be duly executed, as of the date first written above.

SIGNATURE PAGE TO VOTING, SALE AND RETENTION AGREEMENT

BCP/KROG ACQUISITION COMPANY L.L.C.

By: Blackstone Capital Partners III Merchant Banking Fund L.P., as managing member

By: Blackstone Management Associates III L.L.C., its General Partner

By: /s/ Robert L. Friedman

Name: Robert L. Friedman
Title: Member

KROLL ELECTRONIC RECOVERY, INC.

By: /s/ Michael Cherkasky

Name: Michael Cherkasky
Title: President

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Howard I. Smith

Name: Howard I. Smith
Title: Executive Vice President, Chief Financial Officer and Comptroller

/s/ Jules B. Kroll

Jules B. Kroll

/s/ Michael G. Cherkasky

Michael G. Cherkasky

SIGNATURE PAGE TO VOTING, SALE AND RETENTION AGREEMENT

/s/ Michael D. Shmerling

Michael D. Shmerling

/s/ Thomas M. O'Gara

Thomas M. O'Gara

/s/ Victoria O'Gara

Victoria O'Gara

/s/ Wilfred T. O'Gara

Wilfred T. O'Gara

Thomas M. O'Gara Family Trust

By: /s/ Thomas M. O'Gara as Trustee

Name: Thomas M. O'Gara

Thomas M. & Victoria O'Gara Foundation

By: /s/ Thomas M. O'Gara as Trustee

Name: Thomas M. O'Gara

Thomas M. & Victoria O'Gara Foundation

By: /s/ Victoria O'Gara as Trustee

Name: Victoria O'Gara

SCHEDULE A: RETAINING SHAREHOLDERS

Name of Retaining Shareholder	Total Number of Owned Shares	Retained Common Shares	Cash-Out Shares	Shares to be Converted into Series A Preferred Stock	Shares to be Converted into Series C and D Preferred Stock
Jules B. Kroll(1)	2,879,991	666,667.33	546,657	-	1,666,666.67
Michael Cherkasky(2)	28,410	23,410	5,000	-	-
Michael Shmerling	355,000	175,000	180,000	-	-
American International Group, Inc.	1,444,212	0	333,100.88	1,111,111.12	-
Total	4,707,613	865,077.33	1,064,757.88	1,111,111.12	1,666,666.67

(1) Does not include 192,560 shares held by trusts for the benefit of Mr. Kroll's adult children, in which Mr. Kroll disclaims any beneficial interest.

(2) Does not include options to purchase 171,529 shares.

SCHEDULE B: O'GARA SHAREHOLDERS

Name of O'Gara Shareholder	Total Number of Owned Shares
Thomas O'Gara(3)	--
Thomas M. O'Gara Family Trust	2,399,719
Thomas M. O'Gara IRA/Rollover, Dillon Read	11,000
Thomas M. & Victoria O'Gara Foundation	7,500
Victoria O'Gara IRA/Rollover, Paine Webber	2,000
Wilfred T. O'Gara(4)	243,042
Total	2,663,261

(3) Thomas O'Gara holds options to purchase 23,150 shares.
(4) Wilfred T. O'Gara holds options to purchase 112,447 shares.