DYNCORP INTERNATIONAL INC.

Filed by

MCKEON ROBERT B

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 08/11/09

Address	3190 FAIRVIEW PARK DRIVE SUITE 700 FALLS CHURCH, VA 22042
Telephone	(571) 722-0210
CIK	0001338916
Symbol	DCP
Fiscal Year	03/31

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OMB APPROVAL

UNITED STATES OMB Number: 3235-0145

SECURITIES AND EXCHANGE COMMISSION Expires: February 28, 2009

WASHINGTON, D.C. 20549 Estimated average burden

Hours per response...14.5

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No.2)*

DYNCORP INTERNATIONAL INC.

(Name of Issuer)

Class A common stock, $0.01 par value

(Title of Class of Securities)

26817C 101

(CUSIP Number)

Robert B. McKeon	with a copy to:
Veritas Capital Management II, L.L.C 590 Madison Avenue 41st Floor New York, NY 10022 Telephone: (212) 688-0020	Michael R. Littenberg, Esq. Benjamin M. Polk, Esq. Schulte Roth & Zabel LLP 919 Third Avenue New York, NY 10022

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

August 5, 2009

(Date of Event which Requires
Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss.240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

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

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

PERSONS WHO ARE TO RESPOND TO THE COLLECTION OF INFORMATION CONTAINED IN THIS FORM ARE NOT REQUIRED TO RESPOND UNLESS THE FORM DISPLAYS A CURRENTLY VALID OMB CONTROL NUMBER. SEC 1746 (3-06)

SCHEDULE 13D

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

	Robert B. McKeon	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ] (b) [X]
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	

7 SOLE VOTING POWER NUMBER OF 255,300 SHARES ----------
8 SHARED VOTING POWER BENEFICIALLY 21,180,934 (see Item 5) OWNED BY ----------
9 SOLE DISPOSITIVE POWER EACH 255,300 REPORTING ----------
10 SHARED DISPOSITIVE POWER PERSON WITH 21,180,934 (see Item 5)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON

	21,436,234 (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.1% (see Item 5)	
14	TYPE OF REPORTING PERSON* IN	

SCHEDULE 13D

1 NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

	DIV Holding LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ] (b) [X]
3	SEC USE ONLY	
4	SOURCE OF FUNDS* OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	[ ]
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	

7 SOLE VOTING POWER NUMBER OF 0 SHARES ----------
8 SHARED VOTING POWER BENEFICIALLY 21,180,934 (see Item 5) OWNED BY ----------
9 SOLE DISPOSITIVE POWER EACH 0 REPORTING ----------
10 SHARED DISPOSITIVE POWER PERSON WITH 21,180,934 (see Item 5)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON

	21,180,934 (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 37.7% (see Item 5)	
14	TYPE OF REPORTING PERSON* OO	

The Schedule 13D filed by Robert B. McKeon and DIV Holding LLC ("DIV Holding", and together with Robert B. McKeon, the "Reporting Persons") on May 15, 2006 relating to shares ("Shares") of the Class A common stock, par value $0.01 ("Common Stock"), of DynCorp International Inc. (the "Company"), as amended by Amendment No. 1 to the Schedule 13D dated February 23, 2009, is hereby amended as set forth below by this Amendment No. 2 to the Schedule 13D ("Amendment No. 2").

Except as specifically provided herein, Amendment No. 2 does not modify any of the information previously reported on this Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Schedule 13D is hereby amended and restated to
include the following:

On August 5, 2009, DIV Holding entered into the Underwriting Agreement described in Item 6 below.

On August 4, 2009, the Reporting Persons entered into the Lock-Up Agreements described in Item 6 below.

Other than as set forth herein, the Reporting Persons have no present plans or intentions which relate to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE COMPANY.

Item 5 of the Schedule 13D is hereby amended and restated in
its entirety as follows:

(a) The aggregate percentage of shares reported owned beneficially by each Reporting Person is based upon 56,251,900 Shares outstanding, which reflects the Shares issued and outstanding as reported in the Company's Registration Statement on Form S-3 (Reg. No. 333-144571) filed with the Securities and Exchange Commission on August 4, 2009.

(i) DIV Holding owns directly 21,180,934 Shares, constituting approximately 37.7% of Shares outstanding. DIV Holding disclaims beneficial ownership of Shares other than those owned directly by it.

(ii) Robert B. McKeon owns directly 255,300 Shares. By reason of the provisions of Rule 13d-3 of the Exchange Act, Robert B. McKeon may be deemed to beneficially own 21,436,234 Shares, constituting approximately 38.1% of Shares issued and outstanding, of which 21,180,934 Shares are owned directly by DIV Holding.

(b) DIV Holding has the power to dispose of and the power to vote Shares directly owned by it, which power may be exercised by its manager, The Veritas Capital Fund II, L.P., a Delaware limited partnership ("Veritas L.P."). Veritas Capital Management L.L.C. is the general partner of Veritas L.P. Robert B. McKeon is the managing member of Veritas Capital Management L.L.C. Thus, for the purposes of Rule 13d-3 of the Exchange Act, Robert B. McKeon may be deemed to beneficially own 21,436,234 shares of Class A Common Stock, or

38.1% of the Shares issued and outstanding, of which 21,180,934 Shares are owned by DIV Holding and 255,300 Shares are owned directly by him. Robert B. McKeon disclaims beneficial ownership of Shares, except to the extent of his direct ownership and his indirect pecuniary interest in DIV Holding.

(c) Information concerning transactions in the Shares effected by the Reporting Persons in the past sixty days is set forth in Schedule A hereto and is incorporated herein by reference. Other than the sale of 10,000,000 Shares on August 5, 2009, which is described in Item 6 below, all of such transactions were effected in the open market.

(d) No persons other than the Reporting Persons are known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of the Shares owned by them.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE COMPANY.

Item 6 of the Schedule 13D is hereby amended to include the following:

On August 5, 2009, DIV Holding entered into an underwriting agreement (the "Underwriting Agreement") with the Company and Goldman, Sachs & Co. and Credit Suisse Securities (USA) LLC (collectively, the "Underwriters"), covering the sale by DIV Holding of 10,000,000 Shares at a price of $17.71375 per Share (reflecting an $18.50 per Share public offering price net of an underwriting discount). Pursuant to the Underwriting Agreement, DIV Holding has granted the Underwriters a 30-day option to purchase up to an additional 1,500,000 Shares. The offer and sale of Shares pursuant to the Underwriting Agreement have been registered under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-3 of the Company. Closing of the sale of the 10,000,000 Shares is expected to occur on August 11, 2009. The Underwriting Agreement contains customary closing conditions.

The summary of the Underwriting Agreement in this Schedule 13D does not purport to be complete and is qualified by reference to such agreement, which is filed as Exhibit 1 hereto.

Each of DIV Holding and Robert B. McKeon has entered into a Lock-Up Agreement, dated as of August 4, 2009, with the Underwriters (the "Lock-up Agreements"). Pursuant to the Lock-up Agreements, each of DIV Holding and Robert B. McKeon has agreed not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any Shares, or any options or warrants to purchase any Shares, or any securities convertible into, exchangeable for or that represent the right to receive any Shares, whether now owned or hereinafter acquired, owned directly by DIV Holding or Robert B. McKeon (including holding as a custodian), as applicable, or with respect to which DIV Holding or Robert B. McKeon, as applicable, has beneficial ownership within the rules and regulations of the Securities and Exchange Commission, for a period of 90 days commencing August 5, 2009; provided, however, that if, during the last 17 days of such 90 day period, the Company releases earnings results or announces material news or a material event or, prior to the expiration of such 90 day period, the Company announces that it will release earnings results during the 15-day period following the last day of such 90 day period, then in each case the initial 90 day period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless such extension is waived in writing by the Underwriters.

The summary of the Lock-Up Agreements in this Schedule 13D does not purport to be complete and is qualified by reference to such agreements, which are filed as Exhibits 2 and 3 hereto.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of the Schedule 13D is hereby amended to include the following:

Exhibit 1	Underwriting Agreement, dated August 5, 2009, among DynCorp International Inc., DIV Holding LLC, Goldman, Sachs & Co. and Credit Suisse Securities (USA) LLC (previously filed as an exhibit to Amendment No. 1 to DynCorp International Inc.'s Registration Statement on Form S-3 (Reg. No. 333-144571) filed with the SEC on August 4, 2009), and incorporated herein by reference.
Exhibit 2	Lock-Up Agreement, dated August 4, 2009, among Robert B. McKeon and the Underwriters.
Exhibit 3	Lock-Up Agreement, dated August 4, 2009, among DIV Holding LLC and the Underwriters.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 10, 2009

/s/ Robert B. McKeon

ROBERT B. MCKEON

DIV HOLDING LLC
By: The Veritas Capital Fund II, L.P.,
its manager

/s/ Robert B. McKeon

ROBERT B. MCKEON

SCHEDULE A

TRANSACTIONS IN THE SHARES BY THE REPORTING PERSONS IN THE LAST SIXTY (60) DAYS

Trade Date	Shares Purchased (Sold)	Price Per Share ($)
06/03/2009	(20,000)	$14.52
06/04/2009	(20,000)	$16.53
06/05/2009	(20,000)	$16.56
06/09/2009	(20,000)	$17.15
06/10/2009	(20,000)	$16.90
06/11/2009	(20,000)	$17.04
06/15/2009	(20,000)	$16.49
06/16/2009	(20,000)	$16.84
06/17/2009	(20,000)	$16.85
06/24/2009	(20,000)	$16.62
06/25/2009	(20,000)	$16.21
06/26/2009	(20,000)	$15.91
06/29/2009	(20,000)	$16.15
06/30/2009	(20,000)	$16.56
07/01/2009	(20,000)	$17.09
07/07/2009	(20,000)	$16.05
07/08/2009	(20,000)	$17.87
07/09/2009	(20,000)	$18.22
07/13/2009	(20,000)	$19.36
07/14/2009	(20,000)	$19.86
07/15/2009	(20,500)	$19.89
07/20/2009	(30,000)	$20.28
07/21/2009	(30,000)	$20.48
07/22/2009	(30,000)	$20.51
07/27/2009	(30,000)	$20.08
07/28/2009	(30,000)	$20.19
07/29/2009	(30,000)	$20.17
08/05/2009	(10,000,000)	$17.71375

DYNCORP INTERNATIONAL INC.

LOCK-UP AGREEMENT

August 4, 2009

GOLDMAN, SACHS & CO.
CREDIT SUISSE SECURITIES (USA) LLC
As representatives of the Several Underwriters named in Schedule A hereto,
c/o Goldman, Sachs & Co.
85 Broad Street,
New York, New York 10004

Re: DYNCORP INTERNATIONAL INC. - LOCK-UP AGREEMENT

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "REPRESENTATIVES"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "UNDERWRITERS"), with DynCorp International Inc., a Delaware corporation (the "COMPANY"), and DIV Holding LLC, a Delaware limited liability company (the "SELLING STOCKHOLDER") providing for a public offering of Class A common stock, par value $.01 per share, of the Company (the "SECURITIES") pursuant to a Registration Statement on Form S-3 filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Securities, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date hereof and continuing to and including the date 90 days after the date of the final prospectus covering the public offering of the Securities (the "LOCK-UP PERIOD"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Class A common stock of the Company, or any options or warrants to purchase any shares of Class A common stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Class A common stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "UNDERSIGNED'S SECURITIES"); PROVIDED, HOWEVER, that if (i) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or announces material news or a material event or (ii) prior to the expiration of the initial Lock-Up Period, the Company announces that it will release earnings results during the 15-day period following the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless such extension is waived in writing by the Representatives.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Securities even if such Securities would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect to any security that includes, relates to, or derives any significant part of

its value from such Securities.

Notwithstanding the foregoing, the undersigned may (a) transfer the Undersigned's Securities (i) as a BONA FIDE gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) by will or intestate, (iii) to an immediate family member of the undersigned or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the immediate family member or trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iv) with the prior written consent of the Representatives on behalf of the Underwriters; PROVIDED, THAT, in the case of the foregoing clauses (i) and (iii), no filing by any party (donor, donee, transferor, transferee, trust or trustee) under the Securities Exchange Act of 1934, as amended, shall be required or shall be voluntarily made in connection with such transfer (other than a filing on a Form 5 made after the expiration of the Lock-Up Period); (b) enter into and establish a Rule 10b5-1 or similar plan, and the selling stockholder or the Company may publicly announce the entry into and establishment thereof, provided that in no event shall any sale of any shares of Securities pursuant to the terms thereof occur prior to the expiration of the Lock-Up Period; OR (c) offer or sell Securities or securities convertible into or exchangeable or exercisable for any shares of Securities in connection with any acquisition of the Company by another business or entity, in which all of the stockholders of the Company's Class A common stock are entitled to participate. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by clauses (a) through (c) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Securities, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Securities except in compliance with the foregoing restrictions. Notwithstanding the foregoing, in the event that (i) the offering is not consummated on or before September 15, 2009 or (ii) the Company withdraws the Registration Statement relating to the Securities, this Lock-Up Agreement shall terminate and its provisions shall be of no further force and effect.

[REMAINDER OF THIS PAGE LEFT BLANK]

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

/s/ Robert B. McKeon

Name: Robert B. McKeon

DYNCORP INTERNATIONAL INC.

LOCK-UP AGREEMENT

August 4, 2009

GOLDMAN, SACHS & CO.
CREDIT SUISSE SECURITIES (USA) LLC
As representatives of the Several Underwriters named in Schedule A hereto,
c/o Goldman, Sachs & Co.
85 Broad Street,
New York, New York 10004

Re: DYNCORP INTERNATIONAL INC. - LOCK-UP AGREEMENT

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "REPRESENTATIVES"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "UNDERWRITERS"), with DynCorp International Inc., a Delaware corporation (the "COMPANY"), and the undersigned, a Delaware limited liability company (the "SELLING STOCKHOLDER") providing for a public offering of Class A common stock, par value $.01 per share, of the Company (the "SECURITIES") pursuant to a Registration Statement on Form S-3 filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Securities, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, except as contemplated in the final prospectus used to sell the Securities, during the period beginning from the date hereof and continuing to and including the date 90 days after the date of the final prospectus covering the public offering of the Securities (the "LOCK-UP PERIOD"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Class A common stock of the Company, or any options or warrants to purchase any shares of Class A common stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Class A common stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC
(collectively the "UNDERSIGNED'S SECURITIES"); PROVIDED, HOWEVER, that if (i)
during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or announces material news or a material event or (ii) prior to the expiration of the initial Lock-Up Period, the Company announces that it will release earnings results during the 15-day period following the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless such extension is waived in writing by the Representatives.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Securities even if such Securities would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Securities or with respect

to any security that includes, relates to, or derives any significant part of its value from such Securities.

Notwithstanding the foregoing, the undersigned may (a) transfer the Undersigned's Securities (i) as a BONA FIDE gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, or (iii) with the prior written consent of the Representatives on behalf of the Underwriters, provided that in the case of the foregoing clauses (i) and (ii), no filing by any party (donor, donee, transferor, transferee, trust or trustee) under the Securities Exchange Act of 1934, as amended, shall be required or shall be voluntarily made in connection with such transfer (other than a filing on a Form 5 made after the expiration of the Lock-Up Period); (b) enter into and establish a Rule 10b5-1 or similar plan, and the selling stockholder or the Company may publicly announce the entry into and establishment thereof, provided that in no event shall any sale of any shares of Securities pursuant to the terms thereof occur prior to the expiration of the Lock-Up Period; or (c) offer or sell Securities or securities convertible into or exchangeable or exercisable for any shares of Securities in connection with any acquisition of the Company by another business or entity in which all of the stockholders of the Company's Class A common stock are entitled to participate. In addition, notwithstanding the foregoing, the undersigned may transfer the capital stock of the Company or securities convertible into or exchangeable or exercisable for any Securities to any wholly-owned subsidiary; PROVIDED, HOWEVER, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such capital stock except in accordance with this Lock-Up Agreement, and PROVIDED, FURTHER that any such transfer shall not involve a disposition for value. The undersigned now has, and, except as contemplated by clauses (a) through (c) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Securities, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Securities except in compliance with the foregoing restrictions. Notwithstanding the foregoing, in the event that (i) the offering is not consummated on or before September 15, 2009 or (ii) the Company withdraws the Registration Statement relating to the Securities, this Lock-Up Agreement shall terminate and its provisions shall be of no further force and effect.

[REMAINDER OF THIS PAGE LEFT BLANK]

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

DIV Holding LLC

By: The Veritas Capital Fund II, L.P., its manager

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By:  /s/ Robert B. McKeon
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   Name:   Robert B. McKeon
   Title:  Chairman
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