

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2000-07-28**
SEC Accession No. **0001072993-00-000547**

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

DIVINE INTERVENTURES INC

CIK: **1097516** | IRS No.: **364301991** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-59333** | Film No.: **681712**
SIC: **7389** Business services, nec

Business Address
4225 NAPERVILLE ROAD,
SUITE 400
LISLE IL 60532
6307993858

FILED BY

FILIPOWSKI ANDREW J

CIK: **902072**
Type: **SC 13D**

Business Address
PLATINUM TECHNOLOGY INC
1815 S MEYERS RD
OAKBROOK TERRACE IL
60181
6306205000

SCHEDULE 13D

(Rule 13d-101)

Information to be included in Statements Filed Pursuant to Rule 13d-1(a) and
Amendments Thereto Filed Pursuant to Rule 13d-2(a)

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

Under the Securities Exchange Act of 1934
(Amendment No. ____)*

divine interVentures, inc.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

255404-10-5

(CUSIP Number)

Andrew J. Filipowski
3333 Warrenville Rd., Lisle, IL 60532, (630) 799-7500

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

July 18, 2000

(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 Rule 13d-1(e), 13d-1(f) or 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 Rule 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 the disclosures provided in a prior cover page.

The information required in 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).

SCHEDULE 13D

CUSIP NO. 255404-10-5
----- PAGE 2 OF 12 PAGES

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

Andrew J. Filipowski

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [X]

(See Instructions) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

7 SOLE VOTING POWER

NUMBER OF 876,344 Shares
SHARES

SHARED VOTING POWER

BENEFICIALLY 8

OWNED BY 7,407,819 Shares

EACH SOLE DISPOSITIVE POWER

9

REPORTING

876,344 Shares

PERSON

SHARED DISPOSITIVE POWER

WITH

10

7,407,819 Shares

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

8,284,163 Shares

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

(See Instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

7.3%

TYPE OF REPORTING PERSON (See Instructions)

14

IN

SCHEDULE 13D

CUSIP NO. 255404-10-5

PAGE 3 OF 12 PAGES

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

1

AJF-1999 Trust U/A/D 5/20/99

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2

(a) [X]

(See Instructions)

(b)

SEC USE ONLY

3

4 SOURCE OF FUNDS (See Instructions)
PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2 (d) or 2 (e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
N/A

		SOLE VOTING POWER
NUMBER OF	7	
SHARES		7,407,819 Shares
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		0 Shares
EACH	9	SOLE DISPOSITIVE POWER
REPORTING		7,407,819 Shares
PERSON	10	SHARED DISPOSITIVE POWER
WITH		0 Shares

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
7,407,819 Shares

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
6.5%

14 TYPE OF REPORTING PERSON (See Instructions)
OO

SCHEDULE 13D

CUSIP NO. 255404-10-5

PAGE 4 OF 12 PAGES

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

Robinwood Management Company LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) [X]
(See Instructions) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER
NUMBER OF 7
SHARES 113,845 Shares

8 SHARED VOTING POWER
BENEFICIALLY 8
OWNED BY 0 Shares

9 SOLE DISPOSITIVE POWER
REPORTING 9
PERSON 113,845 Shares

10 SHARED DISPOSITIVE POWER
WITH 10
0 Shares

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

113,845 Shares

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

(See Instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

0.1%

TYPE OF REPORTING PERSON (See Instructions)

14

OO

SCHEDULE 13D

CUSIP NO. 255404-10-5

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

1

Robinwood Investment Company L.P.

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) [X]

2

(See Instructions)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (See Instructions)

4

WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2 (d) or 2 (e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

Delaware

SOLE VOTING POWER

7

NUMBER OF

113,845 Shares

SHARES

SHARED VOTING POWER

BENEFICIALLY

8

OWNED BY

0 Shares

EACH

SOLE DISPOSITIVE POWER

REPORTING

9

113,845 Shares

PERSON

SHARED DISPOSITIVE POWER

WITH

10

0 Shares

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

113,845 Shares

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

(See Instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

0.1%

TYPE OF REPORTING PERSON (See Instructions)

14

PN

SCHEDULE 13D

CUSIP NO. 255404-10-5

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

1

Platinum Construction Corp.

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) [X]

2

(See Instructions)

(b)

SEC USE ONLY

3

SOURCE OF FUNDS (See Instructions)

4

WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6

North Carolina

SOLE VOTING POWER

7

NUMBER OF

333,333 Shares

SHARES

SHARED VOTING POWER

BENEFICIALLY

8

OWNED BY

0 Shares

EACH

SOLE DISPOSITIVE POWER

REPORTING

9

PERSON

333,333 Shares

WITH

SHARED DISPOSITIVE POWER

10

0 Shares

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

11

333,333 Shares

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

(See Instructions)

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13

0.03%

TYPE OF REPORTING PERSON (See Instructions)

14

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D (the "Statement") of Andrew J. Filipowski ("Mr. Filipowski"), relates to the class A common stock, par value \$.001 per share (the "Class A Common Stock"), of divine interVentures, inc. (the "Company"), a Delaware corporation, which has its principal executive offices at 3333 Warrenville Road, Lisle, Illinois 60532.

On July 18, 2000, the Company consummated its initial public offering of 14,285,000 shares of Class A Common Stock (the "Initial Public Offering") for \$9.00 per share, less underwriting discounts and commissions, and concurrently consummated private placements of 7,257,455 shares of Class A Common Stock and 23,288,511 shares of the Company's non-voting class C convertible common stock, \$0.001 par value per share ("the Concurrent Private Placements"). The disclosure in this Statement on Schedule 13D reflects the completion of the Initial Public Offering and the Concurrent Private Placements in addition to the following: (i) a one-for-six reverse stock split of the Class A Common Stock and the Company's class B common stock which was effected before the completion of the Initial Public Offering; (ii) the conversion of each share of the Company's class B common stock into one share of Class A Common Stock after completion of the reverse stock split and upon completion of the Initial Public Offering; and (iii) the conversion of each share of each series of the Company's convertible preferred stock into one-sixth of a share of Class A Common Stock upon completion of the Initial Public Offering.

ITEM 2. IDENTITY AND BACKGROUND.

(a), (b), (c), and (f). This Statement is being filed by Mr. Filipowski, the AJF-1999 Trust U/A/D 5/20/99 ("Trust"), Robinwood Management Company, LLC ("Robinwood LLC"), Robinwood Investment Company, L.P. ("Robinwood LP"), and Platinum Construction Corp. ("Platinum Construction"). Mr. Filipowski, the Trust, Robinwood LLC, Robinwood LP, and Platinum Construction are collectively referred to herein as the "Reporting Persons." Mr. Filipowski's principal occupation is as Chairman of the Board of Directors and Chief Executive Officer of the Company. The business address of Mr. Filipowski is 3333 Warrenville Road, Lisle, Illinois 60532. Mr. Filipowski is a citizen of the United States of America. The Trust is a revocable trust formed by Mr. Filipowski for his sole benefit which is governed by Illinois law. Mr. Filipowski is the co-trustee of the Trust and shares the power to direct the vote and disposition of the shares of Class A Common Stock held by the Trust. Pursuant to the terms of the trust agreement for the Trust, however, Mr. Filipowski can declare himself to be the sole trustee of the Trust or change the trustee, revise the terms of the trust agreement, or revoke the Trust at any time. Mr. Filipowski is President of Robinwood LP, a Delaware limited partnership. Robinwood Gift Trust U/A/D 3/30/99, of which certain of Mr. Filipowski's family members are the beneficiaries, owns 99% of the limited partnership interests and the remaining 1% is held by Robinwood LLC, the general partner of Robinwood LP. The Trust and

Mr. Filipowski's wife are the only members of Robinwood LLC and together they own 100% of the issued and outstanding capital stock of Robinwood LLC. The business address of Robinwood LP and Robinwood LLC is 3333 Warrenville Road, Lisle, Illinois 60532. Mr. Filipowski is the Chairman of the Board, President, and a majority shareholder of Platinum Construction, a North Carolina corporation.

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The business address of Platinum Construction is 100 Cambridge Plaza Dr., Winston-Salem, NC 27104.

(d) and (e). During the past five years, none of the Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The shares beneficially owned by Mr. Filipowski, individually and through the Trust, were purchased with personal funds.

On December 14, 1999, Platinum Construction purchased 200,000 shares of the Company's series C convertible preferred stock, \$.001 par value per share, for consideration of \$200,000.00, which shares were converted into 33,333 shares of Class A Common Stock concurrently with the Initial Public Offering. Platinum Construction used its general working capital to purchase these shares. On March 24, 2000, Robinwood LLC purchased 683,077 shares of the Company's series A-2 junior convertible preferred stock, \$.001 par value per share, for consideration of \$170,769.00. Robinwood LLC sold and transferred these shares to Robinwood LP on the same date. These shares were converted into 113,845 shares of Class A Common Stock. Robinwood LLC and Robinwood LP used their general working capital to purchase these shares.

ITEM 4. PURPOSE OF TRANSACTION.

Each of the Reporting Persons acquired the shares of Common Stock beneficially owned by it for the purpose of investment.

Other than in his capacity as Chairman of the Board and Chief Executive Officer of the Company, Mr. Filipowski does not have any present plans or proposals that relate to or would result in any of the following (although Mr. Filipowski reserves the right to develop such plans or proposals or any other plans relating to the Company and to take action with respect thereto): (i) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; (ii) an extraordinary corporate transaction, such as a merger, reorganization, or liquidation, involving the

Company or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (iv) any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of the Company; (vi) any other material change in the Company's business or corporate structure; (vii) changes in the Company's certificate of incorporation, bylaws, or instruments corresponding thereto or other actions that may impede the acquisition of control of the Company by any person; (viii) causing a class of securities of the Company to be delisted from a national securities exchange or to cease

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to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or (x) any action similar to any of those enumerated above.

ITEM 5. INTEREST IN SECURITIES OF ISSUER.

(a) Mr. Filipowski beneficially owns 8,284,163 shares of Class A Common Stock, including 729,166 shares held directly and 7,407,819 shares held by the Trust, 113,845 shares held through Robinwood LLC and Robinwood LP, and 33,333 shares held through Platinum Construction. Mr. Filipowski disclaims beneficial ownership of the Class A Common Stock held by Platinum Construction, except to his pecuniary interest in Platinum Construction. Based on there being 114,158,942 shares of Class A Common Stock outstanding, as disclosed by the Company in its final prospectus dated July 11, 2000 as filed with the Commission pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended, the shares of Class A Common Stock that may be deemed beneficially owned by Mr. Filipowski represent an aggregate 7.3% of the issued and outstanding shares of Class A Common Stock, including shares held by the Trust, Robinwood LLC, Robinwood LP, and Platinum Construction, representing 6.5%, 0.1%, 0.1%, and 0.03%, respectively, of the issued and outstanding Class A Common Stock.

(b) Mr. Filipowski has sole power to direct the vote and the disposition of 876,344 shares of Class A Common Stock and shared power to direct the vote and disposition of 7,407,819 shares of Class A Common Stock. As co-trustee of the Trust, a revocable trust formed by Mr. Filipowski for his sole benefit, Mr. Filipowski shares the power to direct the vote and disposition of the shares of Class A Common Stock held by the Trust. Pursuant to the terms of the trust agreement for the Trust, however, Mr. Filipowski can declare himself to be the sole trustee or change the trustee of the Trust, revise the terms of the trust agreement, or revoke the Trust at any time.

(c) Mr. Filipowski purchased 500,000 shares of Class A Common Stock in the Initial Public Offering at a purchase price of \$9.00 per share.

Paragraphs (d) and (e) of Item 5 are not applicable to this filing.

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

As partial consideration for the underwriters' agreement to purchase and undertake the Initial Public Offering, each of Mr. Filipowski, the Trust, and Robinwood LP has delivered a letter agreement dated as of July 11, 2000 (the "Lock-up Agreements") to Fleet Boston Robertson Stephens Inc., Donaldson, Lufkin & Jenrette Securities Corporation, Bear Stearns & Co. Inc., William Blair & Company, L.L.C., and DLJdirect Inc., as representatives of the several underwriters (the "Underwriters"), whereby each of Mr. Filipowski, the Trust, and Robinwood LP has agreed not to offer to sell, contract to sell, or otherwise sell, dispose of, loan, pledge, or grant any rights with respect to any shares of Class A Common Stock, any options or warrants to purchase any shares of Class A Common Stock or any securities convertible into or exchangeable

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for shares of Class A Common Stock owned or acquired directly by such person or with respect to which such person has or acquires the power of disposition, otherwise than (i) with respect to sales or purchases of Class A Common Stock acquired on the open market, (ii) transfers of Class A Common Stock to family members, family partnerships, or any other family-qualified entity or trust, provided the donee or donees thereof agree in writing to be bound by the terms of this restriction, or (iii) with the prior written consent of FleetBoston Robertson Stephens Inc. for a period of 180 days after the commencement of the Initial Public Offering on July 11, 2000. Copies of the Lock-up Agreements are attached hereto as Exhibit 2, 3, and 4.

Under a stockholders agreement, Mr. Filipowski has agreed that, for a period of one year from the consummation of the Initial Public Offering, he will not sell more than 10% of the capital stock that he owns, other than to family members, family trusts, family-owned corporations or partnerships, or his estate, without first giving notice to stockholders who acquired Class A Common Stock upon the conversion of the Company's series D and series D-1 preferred stock, which took place upon the consummation of the Initial Public Offering, and giving such parties the right to participate pro rata in the sale. A copy of this stockholders agreement is attached hereto as Exhibit 5.

See Items 2 and 3 for additional information that may be required by this Item 6.

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ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit No.	Description
-----	-----

1. Agreement, dated July 28, 2000, among Mr. Filipowski, the Trust, Robinwood LLC, Robinwood LP, and Platinum Construction regarding the filing of this Statement on Schedule 13D.
2. Lock-up Agreement delivered by Mr. Filipowski to the Underwriters dated as of July 11, 2000 imposing certain restrictions on the transfer of shares of Class A Common Stock.
3. Lock-up Agreement delivered by the Trust to the Underwriters dated as of July 11, 2000 imposing certain restrictions on the transfer of shares of Class A Common Stock.
4. Lock-up Agreement delivered by Robinwood Investment Company, LP delivered to the Underwriters dated as of July 11, 2000 imposing certain restrictions on the transfer of shares of Class A Common Stock.
5. Series D Stockholders Agreement, dated as of December 7, 1999, among divine interVentures, inc., the Management Stockholders (as defined therein), and the Purchasers (as defined therein).

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Signature

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

Dated: July 28, 2000

/s/ ANDREW J. FILIPOWSKI

Andrew J. Filipowski

AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

ROBINWOOD MANAGEMENT COMPANY, LLC

By: AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

ROBINWOOD INVESTMENT COMPANY, L.P.

By: ROBINWOOD MANAGEMENT,
COMPANY LLC, its General Partner

By: AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

PLATINUM CONSTRUCTION CORP.

By: /s/ ANDREW J. FILIPOWSKI

President

EXHIBIT 1

AGREEMENT REGARDING JOINT FILING OF SCHEDULE 13D

The undersigned agree that the Statement on Schedule 13D to which this Agreement is attached is filed on behalf of each one of them pursuant to Rule 13d-1(f)(1)(iii). This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one instrument.

Dated: July 28, 2000

/s/ ANDREW J. FILIPOWSKI

Andrew J. Filipowski

AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

ROBINWOOD MANAGEMENT COMPANY, LLC

By: AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

ROBINWOOD INVESTMENT COMPANY, L.P.

By: ROBINWOOD MANAGEMENT,
COMPANY LLC, its General Partner

By: AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

PLATINUM CONSTRUCTION CORP.

By: /s/ ANDREW J. FILIPOWSKI

President

EXHIBIT 2

LOCK-UP AGREEMENT

FleetBoston Robertson Stephens Inc.
Donaldson, Lufkin & Jenrette Securities Corporation
Bear, Stearns & Co. Inc.
William Blair & Company, L.L.C.
dljdirect

As Representatives of the Several
Underwriters
c/o FleetBoston Robertson Stephens Inc.
555 California Street, Suite 2600
San Francisco, California 94104

RE: divine interVentures, inc. (the "Company")

The undersigned is an owner of record or beneficially of certain shares of Common Stock of the Company ("Common Stock") or securities convertible into or exchangeable or exercisable for Common Stock. The Company proposes to carry out a public offering of Common Stock (the "Offering") for which you will act as the representatives (the "Representatives") of the underwriters. The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company by, among other things, raising additional capital for its operations. The undersigned acknowledges that you and the other underwriters are relying on the representations and agreements of the undersigned contained in this letter in carrying out the Offering and in entering into underwriting arrangements with the Company with respect to the Offering.

In consideration of the foregoing, the undersigned hereby agrees that the undersigned will not offer to sell contract to sell, or otherwise sell, dispose of, loan, pledge or grant any rights with respect to (collectively, a "Disposition") any shares of Common Stock, any options or warrants to purchase any shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock (collectively, "Securities") now owned or hereafter acquired directly by such person or with respect to which such person has or hereafter acquires the power of disposition, otherwise than (i) with respect to sales or purchases of Common Stock acquired on the open market, (ii) transfers of Common Stock to family members, family partnerships or any other family-qualified entity or trust, provided the donee or donees thereof agree in writing to be bound by the terms of this restriction, or (iii) with the prior written consent of FleetBoston Robertson Stephens Inc. The foregoing restrictions will terminate after the close of trading of the Common Stock on the 180th day of (and including) the day the Common Stock commenced trading on the Nasdaq National Market (the "Lock-Up Period"). The foregoing restriction has been

expressly agreed to preclude the holder of the Securities from engaging in any hedging or other transaction which is designed to or reasonably expected to lead to or result in a Disposition of Securities during the Lock-Up Period, even if such Securities would be disposed of by

someone other than such holder. Such prohibited hedging or other transactions would include, without limitation, any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any Securities or with respect to any security (other than a broad-based market basket or index) that included, relates to or derives any significant part of its value from Securities. 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 shares of Common Stock or Securities held by the undersigned except in compliance with the foregoing restrictions.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned.

Dated: July 11, 2000

/S/ ANDREW J. FILIPOWSKI

Andrew J. Filipowski

Printed Name of Person Signing
(and indicate capacity of person signing if signing
as custodian, trustee, or on behalf of an entity)

EXHIBIT 3

LOCK-UP AGREEMENT

FleetBoston Robertson Stephens Inc.
Donaldson, Lufkin & Jenrette Securities Corporation
Bear, Stearns & Co. Inc.
William Blair & Company, L.L.C.
dljdirect

As Representatives of the Several Underwriters
c/o FleetBoston Robertson Stephens Inc.
555 California Street, Suite 2600
San Francisco, California 94104

RE: divine interVentures, inc. (the "Company")

The undersigned is an owner of record or beneficially of certain shares of Common Stock of the Company ("Common Stock") or securities convertible into or exchangeable or exercisable for Common Stock. The Company proposes to carry out a public offering of Common Stock (the "Offering") for which you will act as the representatives (the "Representatives") of the underwriters. The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company by, among other things, raising additional capital for its operations. The undersigned acknowledges that you and the other underwriters are relying on the representations and agreements of the undersigned contained in this letter in carrying out the Offering and in entering into underwriting arrangements with the Company with respect to the Offering.

In consideration of the foregoing, the undersigned hereby agrees that the undersigned will not offer to sell contract to sell, or otherwise sell, dispose of, loan, pledge or grant any rights with respect to (collectively, a "Disposition") any shares of Common Stock, any options or warrants to purchase any shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock (collectively, "Securities") now owned or hereafter acquired directly by such person or with respect to which such person has or hereafter acquires the power of disposition, otherwise than (i) with respect to sales or purchases of Common Stock acquired on the open market, (ii) transfers of Common Stock to family members, family partnerships or any other family-qualified entity or trust, provided the donee or donees thereof agree in writing to be bound by the terms of this restriction, or (iii) with the prior written consent of FleetBoston Robertson Stephens Inc. The foregoing restrictions will terminate after the close of trading of the Common Stock on the 180th day of (and including) the day the Common Stock commenced trading on the Nasdaq National Market (the "Lock-Up Period"). The foregoing restriction has been expressly agreed to preclude the holder of the Securities from engaging in any hedging or other transaction which is designed to or reasonably expected to lead

to or result in a Disposition of Securities during the Lock-Up Period, even if such Securities would be disposed of by someone other than such holder. Such prohibited hedging or other transactions would include,

without limitation, any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any Securities or with respect to any security (other than a broad-based market basket or index) that included, relates to or derives any significant part of its value from Securities. 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 shares of Common Stock or Securities held by the undersigned except in compliance with the foregoing restrictions.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned.

Dated: July 11, 2000

AJF-1999 TRUST U/A/D 5/20/99

By: /s/ ANDREW J. FILIPOWSKI

Trustee

Printed Name of Person Signing
(and indicate capacity of person signing if signing
as custodian, trustee, or on behalf of an entity)

EXHIBIT 4

LOCK-UP AGREEMENT

FleetBoston Robertson Stephens Inc.
Donaldson, Lufkin & Jenrette Securities Corporation
Bear, Stearns & Co. Inc.
William Blair & Company, L.L.C.
dljdirect

As Representatives of the Several Underwriters
c/o FleetBoston Robertson Stephens Inc.
555 California Street, Suite 2600
San Francisco, California 94104

RE: divine interVentures, inc. (the "Company")

The undersigned is an owner of record or beneficially of certain shares of Common Stock of the Company ("Common Stock") or securities convertible into or exchangeable or exercisable for Common Stock. The Company proposes to carry out a public offering of Common Stock (the "Offering") for which you will act as the representatives (the "Representatives") of the underwriters. The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company by, among other things, raising additional capital for its operations. The undersigned acknowledges that you and the other underwriters are relying on the representations and agreements of the undersigned contained in this letter in carrying out the Offering and in entering into underwriting arrangements with the Company with respect to the Offering.

In consideration of the foregoing, the undersigned hereby agrees that the undersigned will not offer to sell contract to sell, or otherwise sell, dispose of, loan, pledge or grant any rights with respect to (collectively, a "Disposition") any shares of Common Stock, any options or warrants to purchase any shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock (collectively, "Securities") now owned or hereafter acquired directly by such person or with respect to which such person has or hereafter acquires the power of disposition, otherwise than (i) with respect to sales or purchases of Common Stock acquired on the open market, (ii) transfers of Common Stock to family members, family partnerships or any other family-qualified entity or trust, provided the donee or donees thereof agree in writing to be bound by the terms of this restriction, or (iii) with the prior written consent of FleetBoston Robertson Stephens Inc. The foregoing restrictions will terminate after the close of trading of the Common Stock on the 180th day of (and including) the day the Common Stock commenced trading on the Nasdaq National Market (the "Lock-Up Period"). The foregoing restriction has been expressly agreed to preclude the holder of the Securities from engaging in any

hedging or other transaction which is designed to or reasonably expected to lead to or result in a Disposition

of Securities during the Lock-Up Period, even if such Securities would be disposed of by someone other than such holder. Such prohibited hedging or other transactions would include, without limitation, any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any Securities or with respect to any security (other than a broad-based market basket or index) that included, relates to or derives any significant part of its value from Securities. 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 shares of Common Stock or Securities held by the undersigned except in compliance with the foregoing restrictions.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned.

Dated: July 11, 2000

ROBINWOOD INVESTMENT COMPANY, L.P.

By: ROBINWOOD MANAGEMENT COMPANY, LLC
its General Partner

By: /s/ ANDREW J. FILIPOWSKI

President

Printed Name of Person Signing
(and indicate capacity of person signing if signing
as custodian, trustee, or on behalf of an entity)

EXHIBIT 5

SERIES D STOCKHOLDERS AGREEMENT

This Series D Stockholders Agreement (this "Agreement") is made as of
December 7, 1999, by and among divine interVentures, inc., a Delaware
corporation (the "Corporation"), each Person who holds Class B Common Stock (as
defined below), or securities directly or indirectly convertible into or
exercisable for Class B Common Stock as of the date hereof (each such person to
be listed on the Management Stockholders Schedule attached hereto and to execute
a counterpart of this Agreement) (the "Management Stockholders"), and the
purchasers identified on the Schedule of Purchasers hereto (collectively as the
"Purchasers" and each individually as a "Purchaser"). Certain Purchasers shall
be defined by the defined term set forth for such Purchasers on the Schedule of
Purchasers.

Pursuant to that Purchase Agreement, dated as of the date hereof, by and
between the Purchasers and the Corporation (as amended and modified from time to
time, the "Purchase Agreement"), the other documents and instruments referred to
therein and consummation of the transactions contemplated thereby, as of the
Closing Date, the Purchasers are acquiring shares of the Corporation's Series D
Senior Participating Convertible Redeemable Preferred Stock, \$0.001 par value
per share or Series D-1 Senior Participating Convertible Redeemable Preferred
Stock, \$0.001 par value per share (collectively, the "Series D Preferred
Shares"). In order to induce the Purchasers to enter into the Purchase
Agreement and the other agreements contemplated thereby and to purchase the
Series D Preferred Shares in the manner contemplated thereby, the Corporation
and the Management Stockholders have agreed to the terms and conditions herein.
Except as otherwise indicated herein, capitalized terms used herein shall have
the meanings set forth in Section 1 hereof, or if not defined herein, the
meanings for such capitalized terms set forth in the Purchase Agreement.

Notwithstanding anything to the contrary herein, this Agreement shall apply
to a party hereto only with respect to periods beginning (i) in the case of the
Company and the Management Stockholders, the date any Purchaser first acquires

Purchaser Shares under the Purchase Agreement, and (ii) in the case of a Purchaser, the Closing Date for such Purchaser. To the extent the Purchase Agreement is terminated in accordance with its terms with respect to any party hereto, this Agreement shall have no further force and effect with respect to such party, and, in the case of a termination of the Purchase Agreement with respect to the Company, this Agreement will have no further force and effect with respect to the Management Stockholders.

AGREEMENTS

In consideration of the recitals and the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. In addition to the capitalized terms defined elsewhere

in this Agreement, the following capitalized terms shall have the following meaning when used in this Agreement:

"Affiliate" of a Person means any other Person, directly or indirectly

controlling, controlled by or under common control with such particular Person, and any partner of a Person that is a partnership. Specifically, any entity that is controlled by Persons that are members of Cross Creek shall be deemed an Affiliate of BOEC.

"Approved Sale" means the sale of the Corporation, whether by merger,

consolidation, recapitalization, sale of all or substantially all of the assets of the Corporation or a sale of all or substantially all of the capital stock of the Corporation, in one transaction or a series of transactions, which has been approved by (a) a majority of the entire Board, (b) the holders of a majority of then-outstanding Class B Common Stock, (c) so long as such Persons or their Affiliates hold at least 25% of the Purchaser Shares originally purchased by them hereunder in the aggregate, the holders of a majority of the then outstanding Purchaser Shares held by the Corporate Investors, and (d) so long as such Persons or their Affiliates hold at least 25% of the Purchaser Shares originally purchased by them hereunder in the aggregate, the holders of a majority of the then outstanding Purchaser Shares held by the Financial Investors.

"Board" means the Board of Directors of the Corporation.

"Class A Common Stock" means the class A common stock, par value \$0.001 per

share, of the Corporation.

"Class B Common Stock" means the class B common stock, par value \$0.001 per

share, of the Corporation.

"Commission" means the United States Securities and Exchange Commission or

any successor thereto.

"Common Shares" means shares of Common Stock which have not been sold to

the public (i) pursuant to a registration statement declared effective by the
Commission or (ii) after a Public Offering, pursuant to Rule 144. For the
purposes of this Agreement, any Person will be deemed to own, in addition to any
Common Shares such Person actually owns, any Common Shares which would then be
directly or indirectly issuable upon the conversion or exercise (whether or not
then convertible or exercisable) of any other Securities owned by such Person,
and such other Securities shall be deemed to represent such Common Shares.

"Common Stock" means, collectively, the Class A Common Stock and the Class

B Common Stock.

"Corporate Investors" means such parties identified on the Schedule of

Purchasers as Corporate Investors, and the transferees of Purchaser Shares held

by such parties permitted hereunder.

"Excluded Percentage" means up to 10% of the Securities owned by any

Management Stockholder (or is deemed to own) on the date hereof, subject to
adjustment for any stock splits, stock combinations or stock dividends with
respect to such Securities.

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"Financial Investor" means such parties identified on the Schedule of

Purchasers as Financial Investors, and the transferees of Purchaser Shares held

by such parties permitted hereunder.

"IPO" means the Corporation's first underwritten Public Offering of shares

of Common Stock.

"Management Stockholder Shares" means the Securities originally issued to

Management Stockholders or any Securities acquired by any Management Stockholder
after the date hereof (after which time such shares shall be deemed to be
"Management Stockholder Shares" hereunder). For all purposes of this Agreement,

Management Stockholder Shares will continue to be Management Stockholder Shares in the hands of any holder (except for the Company or any Purchaser hereunder, and purchasers pursuant to an offering registered under the Securities Act or purchasers pursuant to a Rule 144 transaction), and each such other holder of Management Stockholder Shares will succeed to all rights and obligations attributable to any Management Stockholder, as a holder of Management Stockholder Shares hereunder. Management Stockholder Shares will also include shares of the Company's capital stock issued with respect to any Management Stockholder Shares by way of a stock split, stock dividend or other recapitalization.

"Person" means an individual, corporation, partnership, limited liability

company, limited partnership, syndicate, person (including, without limitation, a "Person" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Public Offering" means any offering by the Corporation of its equity

securities to the public pursuant to an effective registration statement under the Securities Act.

"Purchaser Shares" means, at any time, (i) any Series D Preferred Shares

then outstanding, (ii) any Common Shares then outstanding which were issued directly or indirectly upon the conversion or exercise of Series D Preferred Shares, (iii) any Securities then outstanding which were issued as, or were issued directly or indirectly upon the conversion or exercise of other Securities issued as, a dividend or other distribution with respect to or in replacement of any Securities referred to in (i) or (ii). For purposes of this Agreement, the calculation of the number of Purchaser Shares (to the extent such Purchaser Shares are not Common Shares) shall be determined on an as-converted basis into Common Shares.

"Restricted Period" means the period commencing on the date hereof and

ending on the last day of the eighteenth month following the date hereof.

"Rule 144" means Rule 144 (including Rule 144(k)) of the Commission under

the Securities Act or any similar provision then in force under the Securities Act.

"Securities" means Common Shares or shares of capital stock or other

securities directly or indirectly exercisable for, or convertible into, Common Shares; provided, however, that Securities shall not include any securities which have been sold to the public pursuant to a registration statement declared effective by the Commission or, after a Public Offering, pursuant to Rule 144.

"Securities Act" means the Securities Act of 1933, as amended, or any

similar federal statute, as the same shall be in effect from time to time.

"Series C Preferred Stock" means the series C preferred stock, par value

\$0.001 per share, of the Corporation.

2. Disposition of Securities.

(a) No Management Stockholder will transfer, sell, convey, pledge, exchange or otherwise dispose of (herein referred to as a "transfer") any Securities or any interest in Securities, except (i) in compliance with Section

3 of this Agreement or (ii) as permitted by Section 4 of this Agreement. In

addition, as a condition precedent to any transfer of Management Stockholder Shares (except in a Public Offering or pursuant to Rule 144) (w) any Management Stockholder Shares so transferred shall remain subject to the restrictions of

Section 7 and Section 8 hereof, (x) the Management Stockholder must provide the

Corporation with prior written notice of such transfer indicating the terms and the name and reasonably detailed business background information of the proposed transferee, and the Corporation may object to such transfer within 21 days of receipt of such notice (in which case such transfer shall not be permitted under this Agreement) if a majority of the non-transferring members of the Executive Committee of the Board determines that the transfer to the proposed transferee would have a direct and substantial detrimental effect on the Corporation, (y) the Corporation must determine that the Corporation is not at risk, as a result of such transfer, to be required to be a reporting company under Section 12(g) of the Securities Exchange Act of 1934, as amended, and (z) the transferee agrees to be bound by this Agreement to such extent as if the transferee were the transferring Management Stockholder.

(b) (i) During the Restricted Period, Purchaser Shares can be transferred only with the prior written consent of a majority of the non-transferring members of the Executive Committee of the Board, and cannot otherwise be sold, assigned, transferred, pledged or disposed of, directly or indirectly (except in a Public Offering or pursuant to Rule 144); provided, however, that any Purchaser may transfer Purchaser Shares at any time, without complying with Section 2(b)(i) or Section 2(b)(ii)(x), to (A) any Affiliate or

(B) Purchaser's or such Affiliate's advisors, consultants, and other business partners.

(ii) After the Restricted Period, all Purchaser Shares will be freely transferable, provided that, as a condition precedent to any transfer of Purchaser Shares (except in a Public Offering or pursuant to Rule 144) (w) any Purchaser Shares so transferred shall remain subject to the restrictions of Section 7 and Section 8 hereof, (x) the Purchaser must provide the Corporation

with prior written notice of such transfer indicating the terms and the name and reasonably detailed business background information of the proposed transferee, and the Corporation may object to such transfer within 21 days of receipt of such notice (in which case such transfer shall not be permitted under this Agreement) if a majority of the non-transferring members of the Executive Committee of the Board determines that the transfer to the proposed transferee would have a direct and substantial detrimental effect on the Corporation, (y) the Corporation must determine that the Corporation is not at risk, as a result of such transfer, to be required to be a reporting company under Section 12(g) of the Securities Exchange Act of 1934, as amended, and

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(z) the transferee agrees to be bound by this Agreement to such extent as if the transferee were the transferring Purchaser.

3. Take-along.

(a) No Management Stockholder (the "Disposing Management Stockholder")

will transfer, at any time or from time to time, any Take-along Securities (as defined below), except (i) as permitted by Section 4 of this Agreement, (ii) in

a Public Offering or pursuant to Rule 144, (iii) to a transferee who purchases such Take-along Securities as part of a transaction in which a pro rata portion

(as hereinafter defined) of the aggregate number of Take-along Securities being purchased by such transferee is being purchased from each holder of Purchaser Shares who chooses to participate in such transaction. For purposes of the preceding sentence, "pro rata portion" means, with respect to any holder of the

Purchaser Shares, the proportion equal to (A) the number of Purchaser Shares held by such holder, divided by (B) the sum of (1) the number of Purchaser Shares held by all holders of Purchaser Shares who choose to participate in such transaction; and (2) the number of Securities held by the Disposing Management Stockholder.

(b) "Take-along Securities" means, with respect to any Management

Stockholder, those Securities which represent Securities in excess of the Excluded Percentage for such Management Stockholder of all Common Shares represented by all of the Securities owned by such Management Stockholder on the date hereof. (For example, if a Management Stockholder who owns 100 Common

Shares on the date hereof at some date in the future wishes to sell 10 of such Common Shares, such Management Stockholder may sell such Common Shares without complying with the provisions of this Section 3, for such Common Shares are not

Take-along Securities. However, if at a yet later date such Management Stockholder wishes to dispose of an additional five Common Shares, those Common Shares will be Take-along Securities and are subject to the provisions of this Section 3. If such Management Stockholder acquires 20 additional Common Shares

subsequent to the date hereof before disposing of any of his initial 100 Common Shares, only the first 10 Common Shares such Management Stockholder disposes of would not be Take-along Securities, and the next 110 Common Shares would be.)

(c) Before the Disposing Management Stockholder accepts any offer for the sale of any Take-along Securities to which Section 3(a)(iii) applies, such

Disposing Management Stockholder will give written notice (the "Take-along

Notice") to the Corporation (which will, within five (5) days of the date of

receipt of such notice (the "Take-along Notice Date"), send or deliver a copy of

the Take-along Notice to each Purchaser, stating the material terms of the offer, including the number of shares to be sold, the identity of the prospective transferee, the purchase price therefor and the timing of such sale. If a holder of Purchaser Shares wishes to participate in such sale, such holder of Purchaser Shares will give the Corporation and the Disposing Management Stockholder notice to such effect within fifteen (15) days of the Take-along Notice Date.

(d) This Section 3 shall terminate (i) one (1) year following the

consummation of a Qualified IPO with respect to Andrew J. Filipowski, and (ii) upon the consummation of a Qualified IPO with respect to all Management Stockholders other than Andrew J. Filipowski.

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4. Permitted Transfers. Any Management Stockholder may transfer

Securities, without complying with Section 3, to any Permitted Transferee (as

defined below) that consents in a writing delivered to the Corporation to be bound by the terms of this Agreement as a Management Stockholder. With respect to any Management Stockholder, "Permitted Transferees" means (a) the spouse or

lineal descendants of such Management Stockholder, (b) any trust solely for the benefit of such Management Stockholder and/or the spouse or lineal descendants of such Management Stockholder, (c) any corporation or partnership in which such Management Stockholder, and/or the spouse and the lineal descendants of such

Management Stockholder are the direct and beneficial owners of substantially all of the equity interests (provided such Management Stockholder, spouse and lineal descendants agree in writing to remain the direct and beneficial owners of all such equity interests), and (d) the Management Stockholder's personal representative upon such Management Stockholder's death for purposes of administration of such Management Stockholder's estate or upon such Management Stockholder's incompetency for purposes of the protection and management of the assets of such Management Stockholder.

5. Board of Directors.

(a) Voting Agreement. From and after the date hereof, each holder of

Management Stockholder Shares shall vote all of the Management Stockholder Shares, and each Purchaser shall vote all Purchaser Shares, in each case which are voting securities of the Corporation, and any other voting securities of the Corporation over which such holder has voting control and shall take all other necessary or desirable actions within such holder's control (whether in capacity as a stockholder, director, member of a Board committee or officer of the Corporation or otherwise, and including, without limitation, attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Corporation shall take all necessary or desirable actions within its control (including, without limitation, calling special Board and stockholder meetings), so that:

(i) Board Composition. Frontenac shall be entitled to designate one

(1) director (the "Frontenac Director") and shall be entitled to designate the

Frontenac Director as a member of the Executive Committee of the Board (the "Frontenac Committee Member"), so long as Frontenac and/or its Affiliates owns

at least 25% of the Purchaser Shares originally purchased by Frontenac under the Purchase Agreement (the "Frontenac Purchaser Shares"). BOEC shall be entitled

to designate one (1) director (the "BOEC Director"), so long as BOEC and/or its

Affiliates owns at least 25% of the Purchaser Shares originally purchased by BOEC under the Purchase Agreement (the "BOEC Purchaser Shares"). Dell shall be

entitled to designate two (2) directors (each, a "Dell Director") and shall be

entitled to designate a Dell Director as a member of the Executive Committee of the Board (the "Dell Committee Member"), so long as Dell and/or its Affiliates

owns at least 25% of the Purchaser Shares originally purchased by Dell under the Purchase Agreement (the "Dell Purchaser Shares"). CBW/SK shall be entitled to

designate one (1) director (the "CBW/SK Director"), so long as CBW/SK and/or its

Affiliates owns at least 25% of the Purchaser Shares originally purchased by CBW/SK under the Purchase Agreement (the "CBW/SK Purchaser Shares"). Microsoft

shall be entitled to designate one (1) director (the "Microsoft Director"), so

long as Microsoft and/or its Affiliates owns at least 25% of the Purchaser Shares originally purchased by Microsoft under the Purchase Agreement (the "Microsoft Purchaser Shares").

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(ii) Removal. The removal from the Board or the Executive Committee,

as applicable, (with or without cause) of: (A) the Frontenac Director or the Frontenac Committee Member, so long as Frontenac and/or its Affiliates owns at least 25% of the Frontenac Purchaser Shares, shall be only at the written request of Frontenac; (B) the BOEC Director, so long as BOEC and/or its Affiliates owns at least 25% of the BOEC Purchaser Shares, shall be only at the written request of BOEC; (C) any Dell Director or Dell Committee Member, so long as Dell and/or its Affiliates owns at least 25% of the Dell Purchaser Shares, shall be only at the written request of Dell; (D) the CBW/SK Director, so long as CBW/SK and/or its Affiliates owns at least 25% of the CBW/SK Purchaser Shares, shall be only at the written request of CBW/SK; and (E) the Microsoft Director, so long as Microsoft and/or its Affiliates owns at least 25% of the Microsoft Purchaser Shares, shall be only at the written request of Microsoft.

(iii) Vacancies. In the event that the Frontenac Director ceases to

serve as a member of the Board, so long as Frontenac and/or its Affiliates owns at least 25% of the Frontenac Purchaser Shares, the resulting vacancy on the Board and on the Executive Committee shall be filled by Frontenac. In the event that the BOEC Director ceases to serve as a member of the Board, so long as BOEC and/or its Affiliates owns at least 25% of the BOEC Purchaser Shares, the resulting vacancy on the Board shall be filled by BOEC. In the event that a Dell Director ceases to serve as a member of the Board, so long as Dell and/or its Affiliates owns at least 25% of the Dell Purchaser Shares, the resulting vacancy on the Board and, if such Dell Director was the Dell Committee Member, the resulting vacancy on the Executive Committee, shall be filled by Dell. In the event that the CBW/SK Director ceases to serve as a member of the Board, so long as CBW/SK and/or its Affiliates owns at least 25% of the CBW/SK Purchaser Shares, the resulting vacancy on the Board shall be filled by CBW/SK. In the event that the Microsoft Director ceases to serve as a member of the Board, so long as Microsoft and/or its Affiliates owns at least 25% of the Microsoft Purchaser Shares, the resulting vacancy on the Board shall be filled by Microsoft.

(b) Director Fees and Expenses; Indemnification. The Corporation shall

pay the reasonable out-of-pocket expenses incurred by each director designated

under this Section 5 in connection with attending the meetings of the Board and

any committee thereof to the extent such expenses are paid on behalf of or reimbursed to any other director. If, at any time, any Board representative receives any compensation (whether in cash, securities or otherwise) for serving on the Board or any committee thereof, then all directors having similar responsibilities and providing comparable services in their capacity as such (as determined by the Compensation Committee) shall be entitled to receive the same compensation. So long as the Frontenac Director, the BOEC Director, either Dell Director, the CBW/SK Director, or the Microsoft Director serves on the Board and for five (5) years thereafter, the Corporation shall maintain directors and officers indemnity insurance coverage reasonably satisfactory to Frontenac, BOEC, Dell, CBW/SK or Microsoft, as the case may be, and the Corporation's certificate of incorporation and bylaws shall (to the extent necessary) be amended to provide for indemnification and exculpation of directors and officers to the fullest extent permitted under applicable law.

(c) Failure to Designate. If any Person fails to designate a

representative to fill a directorship or committee seat pursuant to the terms of this Section 5, such directorship or

committee seat shall remain vacant until such Person which failed to designate such directorship or committee seat so directs.

(d) Board Observers. If, and for so long as, any Corporate Investor or

Financial Investor otherwise entitled to designate a director under Section 5(a)

does not have a representative on the Board, the Company shall invite such Corporate Investor or Financial Investor to send one representative to attend, in a nonvoting, nonparticipatory, observer capacity, all meetings of the Board and, in the case of Dell and Frontenac, the executive committee thereof. The Company shall give each such representative copies of all notices, minutes, consents and other materials that it provides to its directors at the same time such materials are provided to the directors; provided, however, that the Company reserves the right to exclude such representative from access to any material or meeting or portion thereof if (i) the Company believes, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, (ii) the Board is addressing any rights of the Company vis a vis such Corporate Investor or Financial Investor or the Company's financial relationship with such Corporate Investor or Financial Investor or (iii) the Executive Committee determines in its good faith reasonable judgment that such Corporate Investor or Financial Investor otherwise has a conflict of interest, contrary to the best interest of the Company, with respect to the matters being addressed by the Board. Each Person having observation rights under this Section 5(d) shall provide the Company notice of the identity and

address of such Person's representative hereunder, and any change with respect thereto.

(e) Termination. Sections 5(a), 5(c) and 5(d) shall terminate on the

earlier to occur of (i) two (2) years following the consummation of a Qualified IPO, (ii) with respect to Frontenac, such time as Frontenac (and/or its Affiliates) no longer holds at least 25% of the Frontenac Purchaser Shares, (iii) with respect to BOEC, such time as BOEC (and/or its Affiliates) no longer holds at least 25% of the BOEC Purchaser Shares, (iv) with respect to Dell, such time as Dell (and/or its Affiliates) no longer holds at least 25% of the Dell Purchaser Shares, (v) with respect to CBW/SK, such time as CBW/SK (and/or its Affiliates) no longer holds at least 25% of the CBW/SK Purchaser Shares or (vi) with respect to Microsoft, such time as Microsoft (and/or its Affiliates) no longer holds at least 25% of the Microsoft Purchaser Shares.

6. Representations and Warranties; Acknowledgments. Each Management

Stockholder severally and not jointly represents and warrants to the Corporation and the Purchasers that (i) such Management Stockholder is the record owner of the number of Management Stockholder Shares set forth opposite his name on the Management Stockholders Schedule, and (ii) this Agreement has been duly

authorized, executed and delivered by such Management Stockholder and constitutes the valid and binding obligation of such Management Stockholder, enforceable in accordance with its terms. Each Management Stockholder acknowledges and agrees that such Management Stockholder has not granted and is not a party to any proxy, voting trust or other agreement or understanding (whether written or oral, or firm or contingent) which is inconsistent with, conflicts with or violates any provision of this Agreement (except for the Series C Stockholders Agreement, the true and correct text of which is attached hereto as Exhibit A) or which is the subject matter of this Agreement. No

holder of Management Stockholder Shares shall grant any proxy or become party to any voting trust, voting agreement or other agreement or understanding with respect to the voting

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or transferability, or purchase or redemption of any shares of the Corporation's capital stock or which is inconsistent with, conflicts with or violates any provision of this Agreement.

7. Sale of the Corporation. During the period commencing on the date

hereof and ending on the seventh (7/th/) anniversary of the date hereof, (a) each holder of Purchaser Shares will consent to and raise no objections to an Approved Sale, (b) (i) if the Approved Sale is structured as a sale of stock, each holder of Purchaser Shares will agree to sell, and will sell, all of such

holder's Series D Preferred Shares on the terms and conditions (including any escrow or indemnification provisions) of the Approved Sale; (ii) if the Approved Sale is structured as a merger or consolidation, each holder of Series D Preferred Shares will vote in favor thereof and will not exercise any dissenters' rights of appraisal such holder may have under law, including Delaware corporation law; and (iii) if the Approved Sale is structured as a sale of all or substantially all of the assets of the Corporation and a subsequent dissolution and liquidation of the Corporation, each holder of Purchaser Shares will vote in favor thereof and will vote in favor of the subsequent dissolution and liquidation of the Corporation, and (c) each holder of Purchaser Shares will take all necessary actions in connection with consummation of the Approved Sale as are reasonably requested by the Board; provided, however, that for all purposes of this Section 7, the obligations of the stockholders of the

Corporation with respect to an Approved Sale are subject to the satisfaction of the following conditions: (i) upon the consummation of the Approved Sale, each stockholder of the Corporation will receive the same form of consideration and the same portion of the aggregate consideration that such stockholders of the Corporation would have received if such aggregate consideration (whether in the form of cash, securities or otherwise) had been distributed by the Corporation in complete liquidation pursuant to the rights and preferences set forth in the Corporation's Certificate of Incorporation as in effect immediately prior to such Approved Sale; (ii) if any stockholders of the Corporation are given an option as to the form and amount of consideration to be received, each stockholder of such class of the Corporation will be given the same option; and (iii) each stockholder of then currently exercisable rights to acquire shares of a class of the Corporation will be given an opportunity to exercise such rights prior to the consummation of the Approved Sale and participate in such sale as stockholders of such class of the Corporation.

8. Restrictions on Transfer.

(a) Legends. The certificates representing the Purchaser Shares and

the Management Stockholder Shares will bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF SUCH ACT AND STATE SECURITIES LAWS OR AN EXEMPTION THEREFROM IS AVAILABLE AS ESTABLISHED BY A WRITTEN OPINION OF COUNSEL ACCEPTABLE TO THE CORPORATION.

THESE SECURITIES ARE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND OTHER AGREEMENTS SET FORTH IN A STOCKHOLDERS

AGREEMENT, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL EXECUTIVE OFFICE OF THE CORPORATION. ANY SALE, ASSIGNMENT, TRANSFER, PLEDGE OR DISPOSITION IN CONFLICT WITH, OR IN DEROGATION OF, THE STOCKHOLDERS AGREEMENT IS VOID AND OF NO LEGAL FORCE, EFFECT OR VALIDITY WHATSOEVER.

(b) Securities Act. No holder of Purchaser Shares or Management

Stockholder Shares may sell, transfer, or dispose of any of such Purchaser Shares or Management Stockholder Shares (except pursuant to an effective registration statement under the Securities Act) without first delivering to the Corporation an opinion of counsel or such other evidence reasonably acceptable in form and substance to the Corporation that registration under the Securities Act is not required in connection with such transfer.

(c) Holdback Agreements. Each holder of Management Stockholder Shares

agrees not to effect any public sale or distribution of equity securities of the Corporation, or any securities convertible into or exchangeable or exercisable for such securities, (A) during the seven (7) days prior to, and during the one hundred and eighty (180) days following, the effective date of an IPO, (except as part of such underwritten registration), or (B) during the seven (7) days prior to, and during the ninety (90) days following, the effective date of any underwritten Public Offering, other than an IPO, (except as part of such underwritten registration), in the case of each of Section 8(c) (A) and Section

8(c) (B) unless the underwriters managing the Public Offering otherwise agree to

a shorter period. Each holder of Management Stockholder Shares agrees to enter into customary lock-up agreements consistent with the foregoing if requested by any underwriter of any such Public Offering. For purposes of this Section 8(c)

only, following an IPO, the term Management Stockholder Shares shall not include any shares which have been (x) disposed of pursuant to an effective registration statement under the Securities Act or (y) sold pursuant to Rule 144.

9. Transfers in Violation of Agreement. Any transfer or attempted

transfer of any Purchaser Shares or Management Stockholder Shares in violation of any provision of this Agreement shall be void, and the Corporation shall not record such transfer on its books or treat any purported transferee of such Purchaser Shares or Management Stockholder Shares as the owner of such shares for any purpose.

10. Amendments to Series C Stockholders Agreement. In the event that the

Series C Stockholders Agreement is amended or modified after the date hereof, the Corporation will provide prompt (and in any event, within five business days) notice of such amendment or modification to the Purchasers, and will provide a copy to the Purchasers of such amended or modified Series C Stockholders Agreement (marked to show changes). Neither the Company nor any

Management Stockholder shall amend or modify the Series C Stockholders Agreement, or enter into, amend or modify any other agreement with any holder of Series C Preferred Stock with respect to such Series

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C Preferred Stock, without first offering to the Purchasers similar or more favorable (to the Purchasers) terms as are proposed to be offered to any such stockholder in such agreement.

11. Execution: Counterparts. This Agreement may be executed in any

number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute one instrument.

12. Remedies. Each of the parties to this Agreement will be entitled to

enforce its rights under this Agreement specifically (without the necessity of a bond), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without the necessity of a bond) in order to enforce or prevent any violations of the provisions of this Agreement.

13. Notices. Any notices desired, required or permitted to be given

hereunder shall be delivered personally or mailed, certified or registered mail, return receipt requested, or delivered by overnight courier service, to the following addresses, or such other addresses as shall be given by notice delivered hereunder, and shall be deemed to have been given upon delivery, if delivered personally, three (3) days after mailing, if mailed, or one (1) business day after delivery to the overnight courier service, if delivered by overnight courier service:

If to the Corporation, to:

divine interVentures, inc.
4225 Naperville Road
Suite 400
Lisle, Illinois 60532
Attention: General Counsel

With a copy to:

Katten Muchin Zavis
525 West Monroe Street

If to the Management Stockholders, to the addresses set forth on the stock record books of the Corporation.

If to the Purchasers, to the addresses set forth on the stock record books of the Corporation.

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14. Amendments and Waivers. The provisions of this Agreement may be

amended upon the written agreement of the Corporation and the holder or holders of (a) at least a majority of the outstanding Purchaser Shares held by the Corporate Investors, and (b) a majority of the outstanding Purchaser Shares held by the Financial Investors, and (c) the holder or holders of a majority of the outstanding Management Stockholder Shares. Any waiver, permit, consent or approval of any kind or character on the part of any holders of any provision or condition of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in writing. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

15. Severability. Whenever possible, each provision of this Agreement

will be interpreted in such manner as to be effective and valid under applicable law, but if 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 shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Complete Agreement. This Agreement supersedes and preempts any prior

understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

17. Successors and Assigns. All covenants and agreements in this Agreement

by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of the parties hereto, and each transferee of all or any portion of the Securities held by the parties hereto, whether so expressed or not.

18. Governing Law. This Agreement shall be construed and enforced in

accordance with, and all questions concerning the construction, validity,
interpretation and performance of this Agreement shall be governed by, the laws
of the State of Delaware, without giving effect to provisions thereof regarding
conflict of laws.

19. Headings. The captions set forth in this Agreement are for

convenience only and shall not be considered as part of this Agreement or as in
any way limiting the terms and provisions hereof.

20. Termination. Subject to the more specific termination provisions set

forth in Sections 3(d) and 5(e), Sections 2, 3, 4, 5 and 7 of this Agreement

shall terminate upon the closing of a Qualified IPO (as defined in the
Certificate of Designation).

[Remainder of page intentionally left blank.
Signature pages follow.]

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IN WITNESS WHEREOF, this Series D Stockholders Agreement was executed as of
the date first set forth above.

DIVINE INTERVENTURES, INC.

By: /s/ Larry S. Freedman

Larry S. Freedman
Secretary

/s/ Andrew J. Filipowski

Andrew J. Filipowski

/s/ Michael P. Cullinane

Michael P. Cullinane

/s/ Paul L. Humenansky

Paul L. Humenansky

/s/ Larry S. Freedman

Larry S. Freedman

/s/ Bryan Kennedy

Bryan Kennedy

/s/ Michael Santer

Michael Santer

/s/ Thomas A. Slowey

Thomas A. Slowey

/s/ Paul A. Tatro

Paul A. Tatro as Joint Tenant with Pamela S. Tatro

/s/ Pamela S. Tatro

Pamela S. Tatro as Joint Tenant with Paul A. Tatro

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

The undersigned is executing this Series D Stockholders Agreement as a Management Stockholder; provided that for purposes of Section 4 of this Series D Stockholders Agreement, all Securities held by the undersigned shall be deemed to be held by Larry S. Freedman.

MARSH FLOWER INVESTMENTS I

/s/ Larry S. Freedman

By: Larry S. Freedman
Its: Partner

The undersigned is executing this Series D Stockholders Agreement as a Management Stockholder; provided that for purposes of Section 4 of this Series D Stockholders Agreement, all Securities held by the undersigned shall be deemed to be held by Paul L Humenansky.

PAUL L. HUMENANSKY LIVING TRUST dated
10/3/91

/s/ Paul L. Humenansky

Paul L. Humenansky, not individually, but solely
as trustee of the PAUL L. HUMENANSKY LIVING TRUST
dated 10/3/91

The undersigned is executing this Series D Stockholders Agreement as a
Management Stockholder; provided that for purposes of Section 4 of this Series D

Stockholders Agreement, all Securities held by the undersigned shall be deemed
to be held by Andrew J. Filipowski.

FLIP DIVINE TRUST U/A/D 9/9/99

/s/ Arthur W. Hahn

Arthur W. Hahn, not individually, but solely as
trustee of the FLIP DIVINE TRUST U/A/D 9/9/99

FRONTENAC VII LIMITED PARTNERSHIP

By: Frontenac Company VII, L.L.C.
Its: General Partner

By: /s/ Jeremy Silverman

Its: Member

FRONTENAC MASTERS VII LIMITED
PARTNERSHIP

By: Frontenac Company VII, L.L.C.
Its: General Partner

By: /s/ Jeremy Silverman

Its: Member

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

FIRST CHICAGO INVESTMENT CORPORATION

By: /s/ Eric C. Larson

Its: Attorney In Fact

CROSS CREEK PARTNERS X, LLC

By: /s/ Eric C. Larson

Its: General Partner

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

MICROSOFT CORPORATION

By: /s/ Greg Moffei

Its: Chief Financial Officer

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

MESIROW CAPITAL PARTNERS VII,
an Illinois Limited Partnership

By: Mesirow Financial Services, Inc.
Its: General Partner

By: /s/ Daniel P. Howell

Daniel P. Howell
Vice President

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

SUMITOMO CORPORATION

By: /s/ Isao Momota

Its: Financial Investor

Isao Momota
Media Division

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

SUMITOMO CORPORATION OF AMERICA

By: /s/ Kotaro Nakata

Its: Kotaro Nakata

Vice President, Investment Management

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

DELL USA L.P.

By: Dell Gen. P. Corp.

Its: General Partner

By: /s/ Alex C. Smith

Name: Alex C. Smith

Title: VP, Business Development

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

CBW/SK DIVINE INVESTMENTS,
a New York general partnership

By: /s/ Sanjay Kumar

Sanjay Kumar, a general partner

(SIGNATURE PAGE FOR SERIES D STOCKHOLDERS AGREEMENT)

Management Stockholders Schedule

Andrew J. Filipowski
Michael P. Cullinane
Paul L. Humenansky
Larry S. Freedman
Bryan Kennedy
Michael Santer
Thomas A. Slowey

Paul A. Tatro, as Joint Tenant with Pamela S. Tatro
Marsh Flower Investments I
Paul L. Humenansky Living Trust dated 10/3/91
Flip Divine Trust U/A/D 9/9/99

Schedule of Purchasers

A. Financial Investors.

Frontenac VII Limited Partnership
Frontenac Masters VII Limited Partnership (together with Frontenac VII
Limited Partnership, "Frontenac")
First Chicago Investment Corporation
Cross Creek Partners X, LLC ("Cross Creek" and, together with First
Chicago Investment Corporation, "BOEC")
Mesirow Capital Partners VII ("Mesirow")
Sumitomo Corporation of America
Sumitomo Corporation (together with Sumitomo Corporation of America,
"Sumitomo")

B. Corporate Investors.

Dell USA L.P. ("Dell")
Microsoft Corporation ("Microsoft")
CBW/SK divine Investments ("CBW/SK")

EXHIBIT A

Series C Stockholders Agreement

See attached text of the Series C Stockholders Agreement consisting of 8 pages.