

proposed acquirer of the Assets To Be Divested;

(5) all criteria that Proposed Respondents will employ for choosing a proposed acquirer of the Assets To Be Divested in the event that offers for these assets are made by more than one firm;

(6) a full and complete description of all of the Assets To Be Divested;

(7) all descriptions, characterizations, and explanations of the Assets To Be Divested that may already have been provided, or that Proposed Respondents intend to provide, to potential acquirers;

(8) a full and complete description of the financial condition and potential viability as an independent business of the Assets To Be Divested;

(9) all descriptions, characterizations, and explanations of the financial condition and potential viability as an independent business of the Assets To Be Divested that may already have been provided, or that Proposed Respondents intend to provide, to potential acquirers; and

(10) copies of all written communications, internal memoranda, and reports and recommendations concerning divestiture.

7. This Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Agreement and so notify the Proposed Respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.

8. This Agreement is for settlement purposes only and does not constitute an admission by the Proposed Respondents that the law has been violated as alleged in the draft of complaint here attached, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

9. This Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's Rules, the Commission may, without further notice to the Proposed Respondents, (1) issue its complaint corresponding in form and substance with the draft of complaint

here attached and its decision containing the following order to divest in disposition of the proceeding and (2) make information public with respect thereto. When so entered, the order to divest shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to order to the Proposed Respondents' counsel at the address as stated in this Agreement shall constitute service. The Proposed Respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

10. The Proposed Respondents have read the proposed complaint and order contemplated hereby. The Proposed Respondents understand that once the order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the order. The Proposed Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the order after it becomes final.

11. Proposed Respondents agree to be bound by all of the terms of the Agreement to Condition Acquisition and the Agreement to Hold Separate, attached to this Agreement and made a part hereof as Appendix I and Appendix II, respectively, upon acceptance by the Commission of this Agreement Containing Consent Order for public comment.

12. Proposed Respondents agree to notify the Commission's Bureau of Competition in writing, within twenty-four (24) hours, of the action taken by the shareholders of Devro International plc regarding (a) the proposed acquisition by Devro International plc of Teepak International, Inc. ("the Acquisition"), (b) the divestiture of the Assets To Be Divested under the terms of this Agreement Containing Consent Order ("the Divestiture"), and (c) the unlimited indemnification of the independent auditor/manager, retroactive as of the date of the appointment of the auditor/manager, pursuant to the Agreement to Condition Acquisition and the Agreement to Hold Separate ("the Retroactive Indemnification").

13. Subsequent to approval of this Agreement Containing Consent Order and acceptance for public comment of the Consent Order by the Commission and unconditional approval by the shareholders of Devro International plc of (a) the Acquisition, (b) the Divestiture, and (c) the Retroactive Indemnification, with written notice having been given to the Commission's Bureau of Competition, in writing, within twenty-four (24) hours, of the unconditional approval by the shareholders, Devro International plc may consummate the Acquisition.

14. In the event the shareholders of Devro International plc, prior to the expiration of the sixty (60) day public comment period, fail unconditionally to approve (a) the Acquisition, (b) the Divestiture, and (c) the Retroactive Indemnification, Proposed Respondents, having no authority to consummate the Acquisition, will, within twenty-four (24) hours of the failure of the shareholders of Devro International plc unconditionally to approve (a) the Acquisition, (b) the Divestiture, and (c) the Retroactive Indemnification, notify the Commission of such failure and withdraw any Hart-Scott-Rodino Premerger Notification and Report Form that may have been filed under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. 18a. After such timely notification and withdrawal, pursuant to the terms of this Paragraph, the Commission will not issue the following divestiture order.

Order

I

It is ordered That, as used in this Order, the following definitions shall apply:

A. "Devro International plc" means that company and its predecessors, subsidiaries, divisions, groups and affiliates controlled by Devro International plc, and its respective directors, officers, employees, agents, and representatives, and the respective successors and assigns of each.

B. "Devro Inc." means that company and its predecessors, subsidiaries, divisions, groups and affiliates controlled by Devro Inc. and its respective directors, officers, employees, agents, and representatives, and the respective successors and assigns of each.

C. "Devro Canada" means DCI Devro Canada Inc., and its predecessors, subsidiaries, divisions, groups and affiliates controlled by DCI Devro Canada Inc. and its respective directors, officers, employees, agents, and