

and made a part hereof, contain a statement of findings of fact and conclusions of law;

- c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Decision and Order entered pursuant to this Consent Agreement; and,
 - d. any claim under the Equal Access to Justice Act.
4. Not later than thirty (30) days after the date this Consent Agreement is signed by Proposed Respondent, Proposed Respondent shall submit an initial report, pursuant to Section 2.33 of the Commission's Rules, 16 C.F.R. § 2.33. Proposed Respondent shall also submit subsequent reports every thirty (30) days thereafter until the Decision and Order becomes final, at which time the report obligations of the Decision and Order (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Such reports shall be signed under penalty of perjury by the Proposed Respondent and shall set forth in detail the manner in which Proposed Respondent has complied and will comply with the Decision and Order. Such reports shall provide sufficient information to enable the Commission to determine independently whether the Proposed Respondent is in compliance with this Consent Agreement and the Decision and Order. Such reports will not become part of the public record unless and until this Consent Agreement and the accompanying Decision and Order is accepted by the Commission for public comment.
5. This Consent Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it, together with the Complaint contemplated thereby, will be placed on the public record for a period of thirty (30) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondent, in which event it will take such action as it may consider appropriate, or issue or amend its complaint if circumstances so require and issue its Decision and Order, in disposition of the proceeding.
6. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that the law has been violated as alleged in the draft Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.
7. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (1) issue its Complaint corresponding in form and substance with the draft Complaint here attached; and, (2) make information public with

respect thereto. If such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondent, issue the attached Decision and Order containing an order to license in disposition of the proceeding.

8. When final, the Decision and Order 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 Decision and Order shall become final upon service. Delivery of the Complaint and Decision and Order to Proposed Respondent by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Proposed Respondent also waives any right it may have to service of any document incorporated by reference into the Decision and Order (whether or not such document exists when the Decision and Order is issued), and agrees that it is bound to comply with the Decision and Order (and any document incorporated by reference into it) to the same extent as if it had been served with the document.
9. The Complaint may be used in construing the terms of the Decision and Order. No agreement, understanding, representation, or interpretation not contained in the Decision and Order, or the Consent Agreement, may be used to vary or contradict the terms of the Decision and Order.
10. By signing this Consent Agreement, Proposed Respondent represents and warrants that it can accomplish the full relief contemplated by the attached Decision and Order, and that all parents, subsidiaries, affiliates, and successors necessary to effect the full relief contemplated by this Consent Agreement are parties to the Consent Agreement and are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the order.
11. By signing this Consent Agreement, Proposed Respondent represents and warrants that any License (as defined in the Decision and Order) that has been submitted to the Commission at the time of this Consent Agreement for approval by the Commission in connection with the Commission's determination to make the Decision and Order final comports with all of the relevant requirements of the Decision and Order and requires Proposed Respondent to license relevant patents as required by relevant divestiture requirements of the Decision and Order. Proposed Respondent also represents and warrants that Proposed Respondent shall interpret each such License in a manner that is fully consistent with all of the relevant provisions and remedial purposes of the Decision and Order.
12. Proposed Respondent has read the Complaint and Decision and Order. Proposed Respondent understands that once the Decision and Order has been issued it will

Signed this 6th day of June, 2008.

FLOW INTERNATIONAL CORPORATION



Charles M. Brown
CEO and President
Flow International Corporation

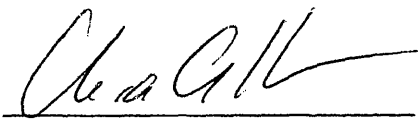


James Weiss
K&L Gates
Counsel for Flow International Corporation

FEDERAL TRADE COMMISSION



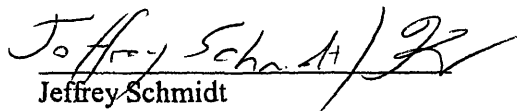
Joe Lipinsky
Stuart Hirschfeld
Attorneys



Charles Harwood
Regional Director
Northwest Region



Kenneth L. Glazer
Deputy Director
Bureau of Competition



Jeffrey Schmidt
Director
Bureau of Competition