UNITED STATES OF AMERICA BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS:	Joseph J. Simons, Chairman Noah Joshua Phillips Rohit Chopra RebeccaKelly Slaughter Christine S. Wilson	
In the Matter of)	
Linde AG a corporation,))) DECISION AND ORDER) Docket No. G4660	
Praxair, Inc. acorporation, and) REDACTED PUBLIC VERSION	
Linde PLC)	

a corporation.

DECISION

)

The Federal Trade Commission ("Commission") initiated an investigation of the proposed merger of Linde AG and Praxair, Inc. to form Linde Rtadlectively "Respondents"). The Commission's Bureau of Competition prepared and furnished to Respondents the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the 4 w 3 record for a period of 30 days for the receipt and consideration of public comments; at the same time, it issued and served its Complaint and Order to Hold Separate and Maintain Absets Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings, and issues the following Decision and Order ("Order"):

- A. RespondentLinde AG is a corporation organized, existing, and doing business under, and by virtue of, the laws of Germanwith its office and principal place of business located at Klosterhofstrasse 1, 80331 Munich, Germahinde AG's United States address for service of process, the ComplainDecision and Ordeand Order to Hold Separate and Maintain Assets Linde North America, Inc., 200 Somerset Corporate Boulevard, Bridgewater, New Jersey 08807 (attention: Greg Schuetz, Esq.).
- B. Respondent Praxalinc. is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware, with its office and principal place of business locad at 10 Riverview Drive, Danbury, Connecticut 06810.
- C. Respondent Linde PLGs a corporation organized, existing, and doing business under and by virtue of the laws of Ireland th its executiveoffice located at The Priestley Centre, 10 Priestley Road, The Surrey Research Park, Guildford, Surrey GU2 7XY, United Kingdom. Linde PLCs United States address for service of process, the Complaint, Decision and Orderand Order to Hold Separate and **Ma**in Assets Praxair, Inc.,10 Riverview Drive, Danbury, Connecticut 06810 (attention: Guillermo Bichara, Esq.).
- D. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent the proceeding is interpublic interest.

ORDER

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IT IS HEREBY ORDERED that, as used in this Order, the following definitions shall apply:

 A. "Linde" meansLinde AG, its directors, officers, employees, agents, representatives, successors, and assigns; and the jointurest subsidiaries divisions, groups, and affiliates) [(s)0.00yees, agent12d theepresentti(s)-1 (or)1 (,)]TJ -10.3 -1.15 Td [(s)-1 (uc)4 (c)4 (e)4

- C. "Linde PLC' means Linde PLCits directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, divisions, groups, and affili ates controlled by Linde PLOncluding Linde North America, Inc. after the Merger), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- D. "Commission" means the Federal Trade Commission.
- E. "Acquirer" means any Person that acquiaesy of the Gases Assets pursuant to this Order.
- F. "Active Employee" means any fullme, parttime, or contract individual employed by Linde, Praxair,or Linde PLCwhose job responsibilities relate or related to any part of the Gases Business Grases Assets, as of and after the date of the announclifend A *" A 0 ¬A " %@

2. all information concerning product specifications, data, khow, formulae,

- X. "Gases Assets" means the Helium Assets COAssets, and dustrial Gases Assets and if applicable, any additional assets identified in Paragraphs, IIGH., and I.I. of this Order.
- Y. "Gases Business" means thelium Business, HyCO Business, and dustrial Gases Business
- Z. "Governmental Authorization" means anyoosent, license, registration, or permit issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any legradquirement.
- AA. "Helium Assets" means all of Respondent's right, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, relating to the Helium Business, including the Designated Assets; provided, however, that the Helium Assets shall not include any Helium Retained Assets; provided furtherthat the Helium Assets shall include helium assets owned by Praxair identified on NonPublic Appendix C of this Order.
- BB. "Helium Business'means all business activities conducted by Linde prior to the Merger Date relating to the sate bulk helium anywhere in the world, including researching, developing, producing, or selling bulk helium.
- CC. "Helium Retained Assets" means the (i) Standard Retained Assets, (ii) Engineering IP (iii) any Intellectual Property relating to Helicon helium transport containers, (iv) any assets located outside of the United States other than the assets identNied Poblic Appendix B of this Order, (v) any assets exclusively relating to the sale of helium through the Specialty Gases Business and Industrial Gases Retained Assets, and (vi) Linde's supply rights for 100 mmscf per annum starting in 2020 from the helium source contract between ExxonMobil Gas & Power Marketing and Linde Gas North America LLC, dated April 9, 2018.
- DD. "HyCO Assets" means the HyCO Clear Lake Assets, HyCO La Porte Assets, and HyCO SMR Assets.
- EE. "HyCO Business" means the HyCO Clear Lake Busines

- GG. "HyCO Clear LakeBusiness" means all business activities conducted by Linde prior to the Merger Date relating to the sale of hydrogen, **carbo**noxide, syngas, and super-heated stearproduced inClear Lake, Texas, including researching, developing, producing, or selling hydrogen, carbon monoxide, syngas, and superheated steam.
- HH. "HyCO La Porte Assets" means all of Respondent's right, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, relating to the HyCO La Porte Business, including the Designated Assets; provided, however, that the HyCO La Postes shall not include (i) Linde's Gulf coast hydrogen pipelinænd related assets necessary for its opera(ti)on, Linde's air separation unit lotæd in La Porte, Texasjii) any Standard Retained Assets, (iv) Engineering IP, and (v) any physical assets located outside of the United States.
- II. "HyCO La PorteBusiness" means all business activities conducted by Linde prior to the Merger Date relating to the sale of hydrogen, carbon monoxide, syngas, and superheated steam produced iba Porte Texas, including researching, developing, producing, or selling hydrogen, carbon monoxide, syngas, and superheated steam.
- JJ. "HyCO SMR Assets" means all of Respondent's right, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, relating to the CO SMR Businessincluding the Designated Assets; provided, however the HyCO SMR Assets shall include any (i) Standard Retained Assetis) Engineering IP,(iii) physical assets ocated outside of the United Statesand(iv) assets identifed on Appendix D of this Ordeprovided further that the HyCO SMR Assets shall include de's Gulf coast hydrogen pipelineand related assets necessary for its operation.
- KK. "HyCO SMR Business" means all business activities conducted by Linde prior to the Merger Date elating to the sale of hydrogen, carbon monoxidye gas, and superheated steamproduced anywhere in the United Stateing SMR technolog(collectively "Hy-CO SMR Gases,")including(i) producing and selling HyCO SMR Gases, (ii) operating and maintaining HyCO SMR Gases facilities, and (iii) deisigndeveloing, bidding on, contractingfor, engineering, or constructimgew HyCO SMR Gases failities.
- LL. "Including" means including without limiting the generality of any description preceding such term.
- MM. "Industrial Gases Assets" means all of Respondent's right, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, relating to the Industrial Gases Business, including the Designated Assets; provided, however, that the Industrial Gases Assets shall not include any (i) Standard Retained Assets, (ii) Engineeringing physical assets located outside of the United States other than assets relating to the dLidydrogen Business located at Magog, Quebec, Canada, or to the Atmospheric Gases Business located at Trail, British Columbia, Canada, and Sarnia, Ontario, Canada, and (iv)eantomeand (iC (be)-6 (c)4 (na)w6n,-

NN. "Industrial Gases Business" means the Atmospheric Gases BusinessLaser

of business located at 150 Allen Road, Suite 302, Basking Ridge, NJ 07920. Matheson is a wholly-owned subsidiary of Taiyo Nippon Sanso Corporation.

- XX. "Merger" means the **er**ger of Linde and Pr**ax** described in the Business Combination Agreement by and among Linde Aktiengesellschaft, Praxair, Inc., Zamalight PLC, Zamalight Holdco LLC, and Zamalight Subco, Inc., dated as of June 1, 2017.
- YY. "Merger Date" means the date the Merger closes
- ZZ. "Messer" means MesselindustriesGmbH, a limited liability companying ganized, existing, and doing business under, and by virtue of, the laws of Germany, with its office and principal place of business located at Messentz 1, 65812 Bad Soden, Germany, and registered with the local court of Frankfurt am Main under registration number HRB 111628.
- AAA. "Messer Group" means Messer GroupmbH, a limited liability companyrganized, existing, and doing business under, and by virtue of, the laws of Germany, with its office and principal place of business located at MeBsetz 1, 65812 Bad Soden, Germany, and registered with the local court of Frankfurt am Main unelgistration number HRB 73307, including any successors and assigns.
- BBB. "Multi- Product Customer" meanasty customer whoat any time within 12 months before the Merger Date(i) purchased products or services froms products in the Gases Business a(iii) purchased products or services from Respondenting United Statesnot included in the Gases Business
- CCC. "Multi- Location Customer" meanary customer who, at any time within 12 months before the Merger Datepurchased productor services from Respondets from(i) any location of the Gases Business and (ii) any other location of Respoind the Sunted States
- DDD. "Person" means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stocompany, trust, unincorporated association, joint venture or other entity or a governmental body.
- EEE. "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable.form
- FFF. "RemainCo Products" means any raw materials, partially finished products, supplies, and any other products relating to any Gases Busines Reprint produces produce or provide from a facility or athird-party source that is the number of the Gase Stressets.
- GGG. "Specialty Gases" meaned ectronic, specialty, calibration, and other packaged gases, including mixtures and inde's Spectra and HiQ products, except for the Laser Gases

- HHH. "Specialty Gases Business" meantsbusiness activities conducted by Linprie to the Merger Date relating to the sale of Specialtases produced anywhere in the United States, including researching, developing, producing, or selling specialty gases.
- III. "Standard Retained Assets" means:
 - 1. corporate, business, or other namesindle or Praxair or any logo, trademark, service mark, domain name, trade or other name or any derivation thereof
 - 2. software that can readily be purchased or licensed from sources other than Respondents and that has not been materially modified (other than through user preference settings);
 - 3. enterprise software that Respondents used primarily to manage and account for businesses other than the Gases Businesses;
 - 4. the portion of any Record that contains information about any business other than the business divested to an Acquirer;
 - 5. any Record that Respondents have a legal, contractual, or fiduciary obligation to retain the original; provided, however, that Respondents shall provide copies of the Record and shall provide the Acquirer access to the originalians of copies are insufficient for regulatory or evidentiary purposes; and
 - 6. any assets if not needed by an Acquirer.
- JJJ. "Tangible Personal Property" means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehiolesg stock, and other items of tangible personal property (other than inventories) of every kind owned or leased, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component propert and all maintenance records and other documents relating thereto.
- KKK. "Transitional Assistance" means the assiste described in Paragraph IIIDof this Order.
- LLL. "Transitional Services means any(i) goods and service selating to the Gases Business that Lindeprovides from a property, facility or third-party source that is not included in the Gases Assets and (ii) training and consultation easonably necessation operate the Gases Business including operation of new facilities on structed by Linde

II.

IT IS FURTHER ORDERED that:

- A. No later than March 1, 2019, Respondents shall divest the:
 - 1. Industrial Gases Assettend Helium Assettens ongoing businesses, absolutely and in good faith, at no minimum price to Messer or to any other Person that receives the pior approval of the Commissiop rovided, however, that the Commission approves a Person other than Messer to acquire the Industrial Gases Assets and Helium Assettenen Respondents shall also divecentre or all of the Additional Industrial Gases Assettend Additional Helium Assettene such Per Assets

3. No later than the date Respondents divest the HyCO ClearAssidets

- E. Responderstshall:
 - 1. In connection with the divestiture of any of the Gases Assetatahe option of the Acquirerof such assets provide assistance to the Acquirer as set forth below for up to the specifie period of timeafter divestiture

Type of Assistance	Period of Time
ProvideTransitional Services	24 months
Supply RemainCo Prodtsc	36 months
Purchase DivestCo Products	36 months

The assistance quired by this Paragraph II. E shall be individually and collectively referred to as "Transitional Assistance

- 2. Provide Transitional Assistance terms and conditions officient for Acquirer to conduct the relevant Gases Business as constituted after the divestiture of the relevant assets in a mamer consistent with the opation of such business rior to the Merger Date, including the abj to develop new products, increase sales of current poducts make reasonable modifications to the relevant Business and maintain the competitivess of the elevant Gases Business provided, however, that:
 - (a) Acquirer may terninate any Transitional Assistanæteany time upon commercially reasonable notice and housi cost or penalty;
 - (b) Upon Acquirer's request, Respondentshall file with the Commission a request to extend the time period any Transitional Assistanceeded to achieve the purposes of this Order; and
 - (c) Respondenstshall notseek to limit anydamages (such as indirect, special, and consequential damages) which Acquirer would be entitled tiorece in the event of Respondentsreach of any agreement relating to Transitional Assistance
- 3. Not sell or provide Laser Gases proded at any facility owned or operated by Linde prior to the Merger Date

(a)

- G. For a period of 2 years after divestiture of any of the Gases A Restsondents shall not solicit or induce any:
 - 1. Multi-Product Customer, Multiocation Qustomer or any customer of the Laser Gases Business to discontinue or reduce such customer's purchases from an Acquirer; provided, however, that Respondents (r)agdvertise in newspapers, trade publications, or other media in a manner not targeted specifically at customers of an Acquirer or (ii\$ell products to a MultProduct Customer or Multi Location Customer than titates communications with Respondents to purchase products, so long as suchestomerswere not solicited by Respondents in violation of this pargraph; or
 - 2. Active Employee who has accepted an offer of employer with an Acquirer to terminate such employmentrovided, howeverthat Responderstmay (i) advertise for employees in newspapers, trade publications, or other media not targeted specifically at the employees (ii) hire employees if employment has been terminated by an Acquirer or who applyr employment with Respondent sponde4 (r)3 ((e)40

IT IS FURTHER ORDERED that:

- A. Respondents shall cooperate and assistant Acquirer's due diligence investigation of any of the GaseAssets and GaseBusinessincluding providingaccess to any and all personnel, properties, contracts, authorizations, documents, and information customarily provided as part of a due diligence process.
- B. From the time Respondents engage in negotiations with any Acquire 6 undoin the after the divestiture of any of the Gases As stets that Acquire, Responders that cooperate and assist the Acquirer to identify ad hire any Active Employee hose responsibilities relate in any way to the Gases Assets to be divested to Alore uirer.
 - 1. No later than 10 days after the request of an Acqu**Res**pondents shap rovide all information of any relevant Active Employee including providing access to personnel Records (to the extent permissible under applicable laws) and allowing Acquirer to privately interview such active Employee;
 - 2. Respondents shall (i) not solicit the contend employment of any Activemployee (unless Acquirer has informed Respondents that a particular Exprive ployee will not receive an employment for from Acquirer) and ii) not otherwise interfere, directly or indirectly, with the recruitment, in big, or employment of any Active Employee big Acquirer;
 - 3. Respondents shall provide reasonable financial incentives as necessary to any Active Employee to accept an offer of employment framAcquirer, which may include providing a retention bonus for continuing employment providence with any Gases set

- 1. Performing theirobligations or as permitted under this Order, the Orderotd Separate an Maintain Assets, or any Divestiture Agreement; or
- 2. Complying with financial, regulatory, or otherporting orlegal obligations, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Gases Assets or Gases Business or as required by law.
- B. If disclosure or use of any Confidential Informizent is permittel to Respondentsemployees or to any other Person under Paragrath of this Order, Respondentshall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the esupersnitted under Paragraph A., and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.
- C. Respondenstshall enforce the terms of this Paragraph a/s to its employees or any other Person, and take such action as iseseary to cause each of the imployees and any other Person to comply with the terms of this Paragraph a/uding implementation of access and dataentrols, training of its employees, and ather actions that Respondent would take to protect their own trade secrets and proprietary information.

VI.

IT IS FURTHER ORDERED that:

- A. Grant ThorntorLLP ("Monitor") shall serve to observe and report on Responsedent compliance withall of its obligations as required by this Orderd any Divestiture Agreement.
- B. Responderstshall enter into an agreement with the Monitor, subject to the prior approval of the Commission, that (i) shall become effective at erlthan one (1) day after the date the Commission appoints the Monitor, and (ii) confers upon the Monitor all rights, powers, and authority necessary to permit the Monitor to perform his duties and responsibilities on the terms set forth in this Orded an consultation with the Commission:
 - 1. The Monitor shall (i) monitor Respondents/mpliance with the obligations set forth in this Order and (ii) act in consultation with the Commission or its staff, and shall serve as an independent third party and not as an employee or agent of the Respondents or of the Commission;
 - 2. Respondenstshall (i) ensure that the Monitor has full and complete accests to al Respondentspersonnel, books, records, documents, and facilities relating to compliance with this Order or to any other relevant information as the Monitor may reasonably request, a(iii) cooperate with, and take no action to interfere with or impede the ability of, the Monitor to perform his duties pursuant to this Order;

- 3. The Monitor (i) shall seve at the expense of Respondentithout bond or other security, on such reasonable and customary terms and conditions as the Commission may set, and (ii) may employ, at these and expense of Respondentuch consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monstdruties and responsibilities;
- 4. Respondenshall indemnify the Monitor and hold him harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of his duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from the Monitorss gregligence or willful misconduct; and
- 5. Responderstmay require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement provided, however, that **sh** agreement shall not restrict the Monitor from providing any information to the Commission.
- C. The Monitor shall report in writing to the Commission:
 - 1. every 30days from the date the Monitor is appointed until Respondents have fully complied with the provisions of Paragraphs IIBA.of this Order
 - 2. every 90 days from the date Respondents have complied with Paragrap Bs II.A.of this Orderuntil Respondents have fully complied with the provisions of Paragraph II.E. of this Order;
 - 3. no later than 10 days after Respondents have completed **obsig**ations required by Paragraph IE. of this Order ("Final Report"); and
 - 4. at any other time as requested by the staff of ther **Qiesi**on, concerning Respondents compliance with this Order.
- D. The Commission may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a confidentiality agreement related to Commission materials and informatioivedcie connection with the performance of the Monitor's duties.
- E. The Monitor's power and duties shall terminateb**us**iness days after the Monitor has completed his Final Repo**tor** at such other time as directed by the Commission.
- F. If at any time the Commission determines that the Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve, the Commission may appoint a substitute Monitor, subjeto the consent of Respondent which consent shall not be unrease ably withheld:

to Respondent of the identity of any proposed Divestiture Trustee, Resposed be deemed to have consented to the selection of the proposed Divestiture Trustee.

- D. Within 10 days after appointment of a Divestiture Trustee, Responsibilit execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestiture or other action required the Order.
- E. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
 - 1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the relevant assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and to take such other action as may be req**pinded**est the Gase**3**2.71 016.27

Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondenfrom among those approved by the Commission; provided further however, that Respondeashall sect such entity within bays of receiving notification of the Commission's approval;

5. The Divestiture Trustee shall serve, without bond or other security, **adshe**nd expense of Respondenon such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at theost and expense of Respondensuch consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiturestee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a cappointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including for the Divestiture

F. The Commission may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.

G.

ings@ftc.govand to the Compliance Division at bccompliance@ftc.gov

IX.

IT IS FURTHER ORDERED that:

- A. Responderstshall
 - 1. No later than 5 days after the Merger Dateotify the Commission via email at <u>bccompliance@ftc.go</u>of the MergerDate; and
 - 2. No later than 10 days after the divestiture of M

- 4. Respondents shall retain copies of all material written communications to and from such parties, as well as all n**pri**vileged internal memoranda, reports, and recommendations concerning completing their obligations under this Order for a period of 3years and shall provide copies of those records to Commission staff upon request.
- C. Respondents shall verify eaclor@pliance Reportin the manner set forth in 28 U.S.C. § 1746 bythe Chief Executive Officer or other officer or employee specifically authorized to perform this function. Respondents shall submit an original and 2 copies of each Compliance Report as required by Commission Rule 2.41(a), 16 C.F.R. § 2.414(auding apaper original submitted to the Secretary of the Commission and electronic copies to the Secretary at ElectronicFilings@ftc.gondto the Compliance Division and electronic pliance@ftc.gov In addition, Respondents shall provide a copy of each Compliance R port to the Monitorif the Commission has appointed one in this matter.

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IT IS FURTHER ORDERED that RespondentLinde PLCshall notify the Commission at least 30days prior to:

- A. Any proposed dissolution dufinde PLC,
- B. Any proposed acquisitin of, or merger or consolidation of Linde PLC, or
- C. Any other change in Responds including assignment and the creationale, or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

XI.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written requestidays' notice to the relevant Respondent, made to its principal place of business as identified in this Order, registered office of its United States subsidiary, or its headquarters office, the notified Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary materia and electronically stored information as defined in Commission Rules 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), in the possession or under the control of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at the request of the authorized representative of the Commission and at the provided by the Respondent.
- B. To interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

Appendix A

The Industrial GaseAssetsshall not include the type of assedentified below at the specified locations for the following businesses.

Business	Type of Assets	Locations
Atmospheric Gases BusinesOn-site air separation facilities		Crawfordsville, IN Baton Rouge, LA Fostoria, OH (closed) Warren, OH (closed) Butler, PA Jewett, TX

Non-Public Appendix B

[Redacted from the Public Version, but Incorporated by Reference]

Non-Public Appendix C

[Redacted from the Public Version, but Incorporated by Reference]

Appendix D

Non-Public Appendix E

[Redacted from the Public Version, but Incorporated by Reference]