

RESTRICTION OF PUBLICATION IN PART CLAIMED

TRADE PRACTICES ACT 1974 (CTH)

**UNDERTAKING TO THE AUSTRALIAN COMPETITION AND CONSUMER
COMMISSION GIVEN FOR THE PURPOSES OF SECTION 87B**

BY

LINDE AG

AND

LINDE GAS PTY LIMITED

ABN 32 001 255 312

5 September 2006



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1. DEFINITIONS

In this Undertaking, the following words have the following meanings unless the context otherwise requires:

“**Acquisition**” means the acquisition by Linde of the entire issued share capital of BOC.

“**Act**” means the Trade Practices Act 1974 (Cth).

“**Approved Agent**” means the sales agent of the Shares appointed pursuant to clause 6.2(c).

“**Approved Appointment Terms**” means the terms of appointment for the Approved Auditor as approved pursuant to clause 8.4(a) or clause 8.5.

“**Approved Auditor**” means a Proposed Auditor appointed pursuant to clause 8.4(a) or clause 8.5.

“**Approved Purchaser**” means a Proposed Purchaser which has not been objected to by the Commission in accordance with clause 7.

“**BOC**” means The BOC Group PLC, a public company registered in England and Wales of Chertsey Road, Windlesham, Surrey, GU20 6HJ, United Kingdom.

“**BOC Australia**” means BOC Limited ABN 95 000 029 729.

“**Business Day**” means a day on which all banks are open for business generally in the State of New South Wales but does not include any Saturday, Sunday or public holiday.

“**Commencement Date**” means the last to occur of the following:

- (a) this Undertaking being executed by Linde and Linde Gas;
- (b) this Undertaking, so executed, having been accepted by the Commission.

“**Commercium**” means Commercium Immobilien und Beteiligungs GmbH, a company incorporated under the laws of Germany of Abraham Lincoln Strasse 21, 65189 Wiesbaden, Germany.

“**Commission**” means the Australian Competition and Consumer Commission.

“**Companies**” means Linde Gas and Lawvale and “**Company**” means either of them.

“**Conditional Agreement**” means an agreement under which a Proposed Purchaser offers to purchase the Shares, conditional on the Commission not objecting to the Proposed Purchaser.

“**Control Date**” means the date on which the Acquisition is effective.

“**Deadline**” means the date set out in Annexure A.

“**Divestiture Date**” means the date on which the sale of the Shares is completed by or on behalf of Linde pursuant to the Conditional Agreement.

“**Intra-Group Agreements**” means those agreements listed in Annexure B.

“**Lawvale**” means Lawvale Pty Ltd ABN 50 007 120 603.

“**Lawvale Business**” means the business conducted by Lawvale of selling and distributing gas related products, welding equipment and consumables, safety equipment and related products in Australia.

“**Linde**” means Linde AG, a corporation incorporated under the laws of Germany, of Abraham-Lincoln Strasse 21, 65189 Wiesbaden, Germany.

“**Linde Gas Business**” means the business carried on by Linde Gas of producing oxygen, nitrogen, argon and hydrogen at the Linde Gas owned air separation unit and hydrogen plant located in the BlueScope facilities at Port Kembla, New South Wales, and the business of filling and supplying a range of standard industrial (including medical gases) and specialty gases to customers in New South Wales, Queensland, Victoria, South Australia, the Australian Capital Territory and, to a lesser extent, the Northern Territory and Tasmania.

“**Linde Gas**” means Linde Gas Pty Limited ABN 32 001 255 312.

“**Plant**” means the air separation unit and hydrogen plant operated by Linde Gas under the Project Agreement.

“**Preference Shares**” means the 1,000,000 “A” class redeemable preference shares and 6,000,000 “B” class redeemable preference shares issued to Linde in Linde Gas.

“**Project Agreement**” means the agreement between Linde Gas and BlueScope Steel (AIS) Pty Ltd (ABN 19 000 019 625) dated 15 November 2004.

“**Proposed Agent**” means the prospective sales agent of the Shares selected by Linde in accordance with clause 6.2(a).

“**Proposed Appointment Terms**” means the terms on which Linde and Linde Gas propose to appoint the Proposed Auditor.

“**Proposed Auditor**” means the prospective auditor selected by Linde and Linde Gas in accordance with clause 8.2.

“**Proposed Purchaser**” means a prospective purchaser of the Shares identified by Linde in accordance with clause 6.1(a) or identified by the Approved Agent in accordance with clause 6.2.

“**Related Body Corporate**” has the same meaning as given in the Corporations Act 2001 (Cth).

“**Scheme of Arrangement**” means a court-approved scheme of arrangement under section 425 of the UK Companies Act 1985.

“**Shares**” means all the issued shares in Linde Gas as at completion of the Conditional Agreement.

“**Technical Support Services**” means technical advice and services of a type that Linde provides as at the date of this Undertaking in connection with the maintenance and repair of the Plant under the Project Agreement.

“**Termination Date**” means the earlier of:

- (a) the Divestiture Date; or
- (b) the date on which Linde makes a public announcement to the effect that the Acquisition will not proceed.

2. INTERPRETATION

In this Undertaking, the following rules of interpretation apply, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;

- (b) headings are for convenience only and do not affect interpretation;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes any corporation or non-natural person;
- (e) a reference to a paragraph, annexure or schedule is to a paragraph of, or annexure, or schedule to this Undertaking;
- (f) a reference to any agreement or document (including the Undertaking) is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (g) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (h) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
- (i) mentioning anything after "include", "includes" or "including" does not limit what else might be included; and
- (j) a reference to "the Undertaking" or "this Undertaking" is a reference to all of the provisions of this document including any annexure or schedule.

3. BACKGROUND

- 3.1 Linde is the ultimate parent company of the Linde group, an international technology group with two main business segments, namely "Gas and Engineering" and "Material Handling". Linde's Gas and Engineering business comprises the group's worldwide activities in industrial (including medical) and specialty gases and plant construction.
- 3.2 Commercium owns 1 ordinary share in Linde Gas. Linde owns all other issued shares in Linde Gas comprising ordinary shares and the Preference Shares.
- 3.3 Linde owns all issued shares in Commercium.
- 3.4 Linde Gas conducts the Linde Gas Business.
- 3.5 Lawvale is a wholly owned subsidiary of Linde Gas and conducts the Lawvale Business.
- 3.6 BOC is the ultimate parent company of the BOC group, which comprises companies active in the gas business and, to a lesser extent, in the logistics business. BOC's gas business comprises the group's worldwide activities in industrial (including medical) and specialty gases. BOC's gas production and supply operations are conducted in Australia through its subsidiary BOC Australia.
- 3.7 On 6 March 2006, Linde and BOC formally announced that they had reached agreement on the terms of a recommended cash acquisition by Linde of the entire issued and to be issued share capital of BOC to be implemented by means of a Scheme of Arrangement but subject to certain conditions including conditions relating to obtaining regulatory clearance from the Commission of the European Communities and the US Federal Trade Commission.
- 3.8 The European Commission approved the Acquisition on terms acceptable to Linde on 6 June 2006.

- 3.9 The US Federal Trade Commission approved the Acquisition on terms acceptable to Linde on 17 July 2006.
- 3.10 A meeting of BOC shareholders convened by the High Court of Justice in England and Wales approved the Scheme of Arrangement on 16 August 2006 and an extraordinary general meeting of BOC shareholders convened by the board of BOC agreed on 16 August 2006 to implement the Scheme of Arrangement.
- 3.11 Once the High Court of Justice in England and Wales have sanctioned the Scheme of Arrangement, Linde will become the holding company of BOC and BOC will form part of Linde's Gas and Engineering business.
- 3.12 With respect to the Australian component of the Acquisition, if the Scheme of Arrangement is sanctioned by the High Court of Justice in England and Wales, the Acquisition will result in Linde becoming the ultimate holding company of BOC's wholly owned Australian subsidiary, BOC Australia. The businesses operated by BOC in Australia will therefore be controlled by Linde after the Acquisition.
- 3.13 The Commission is of the view that the Australian component of the Acquisition raises competition concerns under section 50 of the Act.
- 3.14 Linde does not agree that the Australian component of the Acquisition raises competition concerns under section 50 of the Act. Despite this though, Linde has, without admission, provided this Undertaking to address the Commission's competition concerns.
- 3.15 Pursuant to this Undertaking, Linde has agreed to sell and to procure Commercium to sell the Shares (which will necessarily include the underlying assets of the Linde Gas Business and the Lawvale Business) and Linde has agreed to "quarantine" the Companies during the interim period between the Commencement Date and the Termination Date. This Undertaking is given on the basis that the Preference Shares are likely to be removed, either by cancellation or conversion into ordinary shares, prior to completion of the Conditional Agreement. If the Preference Shares are cancelled or converted into ordinary shares, it will be done on terms that are consistent with clause 5.1(e).
- 3.16 The Commission is of the view that this Undertaking (and the giving effect to the obligations in the Undertaking) will address its competition concerns.

4. COMMENCEMENT AND TERMINATION OF UNDERTAKING

This Undertaking comes into effect on the Commencement Date and terminates on the Termination Date.

5. UNDERTAKING TO MAINTAIN COMPANIES

5.1 From the Commencement Date to the Termination Date:

- (a) neither Linde nor Linde Gas will, subject to clauses 5.3 and 5.4, make any changes to the composition of the board of directors of either of the Companies except such changes as may be required by an Approved Purchaser pursuant to the terms of the Conditional Agreement;
- (b) Linde will not employ or otherwise engage, or offer to employ or otherwise engage, directly or indirectly, any senior management personnel of either of the Companies in any capacity or employ or otherwise engage, or offer to employ or otherwise engage, directly or indirectly any other employee, servant or agent of either of the Companies in any capacity;

- (c) Linde will not sell or transfer the ownership of Linde Gas and Linde Gas will not sell or transfer the ownership of Lawvale otherwise than in accordance with this Undertaking;
- (d) Linde will not procure the sale or transfer of any assets of Linde Gas and Linde Gas will not sell or transfer any assets of Linde Gas or procure the sale or transfer of any assets of Lawvale (otherwise than in the normal course of business) relating to any of the operations of the relevant Company otherwise than in accordance with this Undertaking;
- (e) neither Linde nor Linde Gas will make any material changes to the company structure, business or operations of either of the Companies (including without limitation the brands and trade marks, premises and operations of either of the Companies) that will adversely affect the ability of the relevant Company to operate independently of Linde in relation to any of the operations of the relevant Company, except in accordance with this Undertaking; and
- (f) Linde will not give any direction to or make any request (other than a direction or request made in accordance with this Undertaking) of any directors, servants or agents of either of the Companies other than requesting any directors to resign as directors of Linde Gas if required by an Approved Purchaser pursuant to the terms of a Conditional Agreement.

5.2 From the Commencement Date to the Termination Date:

- (a) Linde and Linde Gas will take all steps necessary to preserve each of the Companies as a separate and independently viable going concern;
- (b) Linde and Linde Gas will procure that the management, sales, administration and operations of each of the Companies is conducted by the senior management of each of the Companies as far as reasonably practicable separately from the management, sales, service, administration and operations of Linde;
- (c) Linde and Linde Gas will ensure that the management of each of the Companies is empowered to acquire and pay for the sufficient and timely delivery of all goods and services required by each of the Companies (including any goods and services provided by Linde or its Related Bodies Corporate);
- (d) subject to clause 5.4(a), Linde and Linde Gas will take all steps necessary to keep the books and records of each of the Companies separate from those of Linde;
- (e) Linde will ensure that no confidential information in relation to either of the Companies, other than information requested in accordance with this Undertaking or to comply with the terms of this Undertaking, is directly or indirectly requested or received by Linde and Linde Gas will ensure that no confidential information in relation to either of the Companies other than information requested in accordance with this Undertaking or to comply with the terms of this Undertaking is received by Linde;
- (f) Linde will procure that the directors, employees or agents of both Linde and the Companies give effect to the obligations in this Undertaking and Linde Gas will procure that the directors, employees or agents of the Companies give effect to the obligations in this Undertaking;
- (g) Linde and Linde Gas will provide and maintain access to sufficient working capital and sources of credit to maintain the current levels of sales, promotional and advertising activities of each of the Companies; and
- (h) Linde and Linde Gas will facilitate the reasonable continued development by Linde Gas of the Linde Business and Lawvale of the Lawvale Business.

so as to ensure (so far as it is within Linde and/or Linde Gas' reasonable ability to do so) that each of the Companies remain, between the Commencement Date and the Termination Date, viable as independent going concerns which can continue to provide, and offer to provide, the goods and services they were providing prior to the Commencement Date and any new goods or services which the Companies seek to provide.

5.3 In the event that, notwithstanding their obligations pursuant to this Undertaking, Linde or Linde Gas is required to fill a vacancy on the board of either of the Companies between the Commencement Date and the Termination Date, Linde or Linde Gas, as appropriate, will not appoint a director without the approval of the Commission. In the event that the vacancy is not filled within 90 days of the vacancy arising, the Commission may direct Linde or Linde Gas, as appropriate, and Linde or Linde Gas, as required, will appoint a person nominated by the Commission to the board.

5.4 Nothing in this Undertaking:

- (a) prevents Linde from being entitled to receive and use:
 - (i) publicly available information;
 - (ii) information already in the possession of Linde as at the Commencement Date;
 - (iii) information necessary to enable Linde to comply with legal and mandatory reporting obligations in Australia and Germany, including taxation and accounting obligations;
 - (iv) such aggregate commercial and financial information compiled by either of the Companies as is reasonably necessary to enable the directors of Linde to fulfil their legal duties as directors;
 - (v) such aggregate commercial and financial information compiled by either of the Companies as is reasonably necessary to enable Linde to effect the divestiture of the Shares in accordance with this Undertaking; or
- (b) prevents the Commission from requesting information or otherwise dealing directly with either or both of the Companies; or
- (c) prevents the termination of the Intra-Group Agreements in accordance with their terms on completion of a sale of Shares to an Approved Purchaser.

5.5 The Commission acknowledges that from the Commencement Date to the Termination Date, the board of each of the Companies will continue to be responsible, in accordance with their usual practices, for the direction and the management of each relevant Company.

6. DIVESTITURE UNDERTAKINGS

6.1 Stage 1 – Sale process after Control Date but prior to Deadline

- (a) Linde will use its best endeavours after the Control Date but prior to the Deadline to enter into a Conditional Agreement with a prospective purchaser which is:
 - (i) independent of and has no direct or indirect controlling interest in Linde or BOC Australia; and
 - (ii) Linde believes in good faith, having made reasonable inquiries, is of good financial standing and has an intention to operate each of the Companies as a going concern.

- (b) If, to comply with its obligations in clause 6.1(a), Linde invites offers to purchase the Shares by:
- (i) sending notices to prospective purchasers identified by Linde; or
 - (ii) publishing details of an invitation to tender in appropriate publications,
- notifying prospective purchasers that the Shares will be offered for sale and requesting registration of expressions of interest to purchase the Shares. Linde will provide to the Commission, within 5 Business Days of despatch, copies of the notices or invitation as appropriate, together with the list of addressees.
- (c) Within 5 Business Days of Linde identifying a Proposed Purchaser and a Conditional Agreement being entered into, Linde will provide the Commission with the information set out in clause 7.3.
- (d) Linde will use its best endeavours to notify the Commission of an intended Proposed Purchaser as early as possible prior to complying with its obligations under clause 6.1(c), and request the Commission to advise whether it is likely to raise any objection to that Proposed Purchaser.
- (e) If a Conditional Agreement is entered into before the Deadline and the Proposed Purchaser is not objected to by the Commission in accordance with clause 7, Linde will use its best endeavours to complete the sale of the Shares in accordance with this Undertaking and the terms of the Conditional Agreement as soon as practicable.

6.2 Stage 2 – Sale process after the Deadline

- (a) If a Conditional Agreement has not been entered into by the Deadline in accordance with clause 6.1, Linde must, within 10 Business Days of the Deadline, identify a person as a prospective sales agent for the sale of the Shares and advise the Commission in writing of the identity of the prospective sales agent together with such information that the Commission reasonably requires to assess whether the prospective sales agent satisfies the criteria set out in clause 6.2(b).
- (b) The Proposed Agent must be a person that is independent of Linde, Linde Gas and BOC Australia and must have the qualifications and experience necessary to effect the sale of the Shares.
- (c) If within 5 Business Days of receipt by the Commission of the information from Linde referred to in clause 6.2(a) (or such further period as the Commission and Linde may agree in writing):
- (i) the Commission does not object to the Proposed Agent, Linde will appoint the Proposed Agent as soon as practicable thereafter as the sales agent of Linde to effect the sale of the Shares; or
 - (ii) the Commission does object to the Proposed Agent, Linde must either (at the Commission's election) within 5 Business Days of receipt of the Commission's objection and election:
 - (A) identify an alternative Proposed Agent for the sale of the Shares for consideration by the Commission pursuant to clause 6.2(a); or
 - (B) appoint the nominee of the President of the Institute of Chartered Accountants of Australia as the Proposed Agent for the sale of the

Shares and Linde must require him or her to carry out the functions contemplated pursuant to clause 6.2(d) to clause 6.2(h) inclusive.

- (d) Within 5 Business Days of the appointment of the Approved Agent, or expiry of the specified objection period referred to in clause 6.2(c) (whichever comes first), Linde must:
- (i) procure, execute and provide an unconditional and irrevocable power of attorney in favour of the Approved Agent that:
 - (A) grants the Approved Agent all rights and powers necessary to permit the Approved Agent to effect the sale of the Shares in the manner and on the terms considered appropriate by the Approved Agent, in its sole discretion, to ensure compliance with this Undertaking; and
 - (B) unconditionally (except for fraud, negligence or breach of duty) indemnifies the Approved Agent against loss and damage incurred by the Approved Agent, arising directly or indirectly from the Approved Agent exercising or attempting to exercise the powers and rights conferred upon it under the power of attorney; and
 - (ii) require that the Approved Agent use his or her best endeavours to implement the sale of the Shares:
 - (A) within 3 months from the date of the power of attorney granted by Linde pursuant to this Undertaking; and
 - (B) at the most favourable price and terms reasonably available to the Approved Agent at the time but subject to an absolute and unconditional obligation to sell the Shares at no minimum price.
- (e) Linde will provide the Approved Agent with:
- (i) all relevant information available to Linde; and
 - (ii) all reasonable assistance,
- to enable the Approved Agent to sell the Shares to an Approved Purchaser as quickly as possible after the Deadline.
- (f) Within 5 Business Days of the Approved Agent identifying a Proposed Purchaser pursuant to clause 6.2 and a Conditional Agreement being entered into, Linde will provide the Commission with the information set out in clause 7.3.
- (g) If a Conditional Agreement is entered into in accordance with clause 6.2 and the Proposed Purchaser is not objected to by the Commission in accordance with clause 7, Linde will use its best endeavours to complete the sale of the Shares to this Approved Purchaser in accordance with this Undertaking and the terms of the Conditional Agreement as soon as practicable.
- (h) Linde will indemnify the Approved Agent against any loss and damage incurred by the Approved Agent in the course of carrying out his or her functions in accordance with the terms of his or her appointment. Linde will promptly pay the costs of the Approved Agent in the performance of his or her functions under clause 6.2(d).

6.3 Offer to supply technical assistance

If required by a Proposed Purchaser, Linde will offer as a term of the Conditional Agreement to supply Technical Support Services after the Divestiture Date on reasonable commercial arms' length terms for a period up to the termination or expiration of the Project Agreement.

7. APPROVAL PROCEDURE FOR PROPOSED PURCHASER

7.1 Unless the Commission requires otherwise, Linde must not sell and must not authorise the Approved Agent to sell the Shares to a purchaser other than an Approved Purchaser.

7.2 An Approved Purchaser is a prospective purchaser of the Shares that:

- (a) is independent of and has no direct or indirect controlling interest in Linde or BOC Australia;
- (b) Linde or the Approved Agent (as the case may be) believes in good faith, having made reasonable inquiries, is of good financial standing and has an intention to operate each of the Companies as a going concern; and
- (c) subject to clause 7.6, has not been objected to by the Commission within the objection period specified in clause 7.5.

7.3 Within 5 Business Days of a Conditional Agreement being entered into, Linde will provide the Commission with the following information:

- (a) the name, address and all other available contact details of the Proposed Purchaser;
- (b) a description of the business as at that date carried on in Australia by the Proposed Purchaser;
- (c) the names of the ultimate holding company and directors of the Proposed Purchaser;
- (d) a copy of the executed Conditional Agreement; and
- (e) such other information that the Commission reasonably requires to assess whether the sale of the Shares to the Proposed Purchaser satisfies the criteria set out in clause 7.2(a) and clause 7.2(b).

7.4 Linde will use its best endeavours to notify the Commission of an intended Proposed Purchaser as early as possible prior to complying with its obligations under clause 7.3 and request the Commission to advise whether it is likely to raise any objection to that Proposed Purchaser.

7.5 If within 30 Business Days of receipt of the information from Linde referred to in clause 7.3 (or such further period as Linde and the Commission may agree in writing) the Commission does not object to the Proposed Purchaser, Linde and/or the Approved Agent (as the case may be) will use its best endeavours to complete the sale of the Shares to the Proposed Purchaser in accordance with the Conditional Agreement as soon as practicable after the expiration of that 30 Business Day period. If the Commission advises Linde that the Commission does not object to the Proposed Purchaser at a time earlier than 30 Business Days from receipt by the Commission of the information referred to in clause 7.3, Linde or the Approved Agent (as the case may be) will use its best endeavours to complete the sale of Shares to the Proposed Purchaser in accordance with the Conditional Agreement as soon as practicable after receipt of such advice from the Commission.

7.6 The Commission may only object to a Proposed Purchaser on the basis that it has formed the reasonable opinion in good faith that the sale of the Shares to the Proposed Purchaser will result or is likely to result in a substantial lessening of competition in a substantial Australian market when

compared to the likely competition in that market in the absence of the sale. The Commission will provide Linde with a written statement of its reasons on a confidential basis including the material facts it has relied on in forming this view. Linde and Linde Gas undertake not to challenge the Commission's decision to object to a Proposed Purchaser.

7.7 In the event of an objection being raised by the Commission with respect to a Proposed Purchaser as provided by clause 7.6, Linde or the Approved Agent (as the case may be) must identify an alternative Proposed Purchaser for consideration by the Commission as soon as practicable after receiving notice of the Commission's objection and continue to comply with the terms of:

- (a) clause 6.1, if such objection is provided to Linde before the Deadline; or
- (b) clause 6.2, if such objection is provided to Linde after the Deadline.

8. AUDIT

8.1 Linde and Linde Gas will, at their own expense, appoint an auditor approved by the Commission (Approved Auditor) on terms approved by the Commission as soon as practicable after the Commencement Date.

8.2 The Approved Auditor must be a person that is independent of Linde, Linde Gas and BOC Australia and must have the qualifications and experience necessary to audit Linde and Linde Gas' compliance with their obligations under this Undertaking.

8.3 Linde and Linde Gas must, within 10 Business Days of the Commencement Date, identify a Proposed Auditor to audit Linde and Linde Gas' compliance with their obligations under this Undertaking and provide to the Commission:

- (a) a written notice identifying the Proposed Auditor and such information as the Commission might reasonably require to assess whether the Proposed Auditor satisfies the criteria set out in clause 8.2; and
- (b) the Proposed Appointment Terms for the Proposed Auditor.

8.4 If within 5 Business Days of receipt of the information from Linde referred to in clause 8.3 (or such further period as the Commission and Linde may agree in writing):

- (a) the Commission does not object to the Proposed Auditor or the Proposed Appointment Terms, Linde will appoint that person as soon as practicable thereafter to become the Approved Auditor on the Approved Appointment Terms to audit Linde and Linde Gas' compliance with their obligations under this Undertaking; or
- (b) the Commission does object to the Proposed Auditor or the Proposed Appointment Terms, Linde must, within 5 Business Days of receipt of the Commission's objection either (as applicable) identify an alternative Proposed Auditor to audit Linde and Linde Gas' compliance with their obligations under this Undertaking, or submit to the Commission alternative Proposed Appointment Terms.

8.5 If the Approved Auditor resigns his or her position or if in the Commission's view the Approved Auditor is not properly discharging his or her functions, Linde and Linde Gas will promptly appoint as directed by the Commission (including as to terms) a new auditor who will become the Approved Auditor.

8.6 Linde and Linde Gas must require the Approved Auditor to undertake and provide a written report to the Commission every 60 days from the Commencement Date to the Termination Date on:

- (a) Linde and Linde Gas' compliance with their obligations under this Undertaking;

- (b) any qualifications made by the Approved Auditor in forming its views; and
- (c) any recommendations by the Approved Auditor to improve the integrity of the audit process.

8.7 Linde and Linde Gas must also require the Approved Auditor to:

- (a) provide any information to the Commission if requested by the Commission to do so; and
- (b) notify the Commission of any non compliance or possible non compliance with the Undertaking as soon as the Approved Auditor becomes aware of any non compliance or possible non compliance.

8.8 Linde and Linde Gas will cooperate fully with the Approved Auditor and shall ensure that the audits are able to be conducted by the Approved Auditor on the basis of any relevant information in Linde or Linde Gas' custody, control or power. To the fullest extent possible, Linde and Linde Gas will ensure the Approved Auditor is given access to all relevant information, including without limitation:

- (a) access to officers, employees, representatives and agents of Linde and Linde Gas for any relevant purpose, including to find out how this Undertaking is to be implemented and understood and Linde and Linde Gas will direct those officers, employees or representatives to answer the Approved Auditor's questions honestly and comprehensively;
- (b) access to information about customers, and the customers themselves, in order to obtain information about customers' experience of Linde and Linde Gas and its services and compliance with the Undertaking; and
- (c) access to all the records of Linde and Linde Gas, in whatever form, relevant to the Approved Auditor's inquiries whether specifically requested or not.

8.9 Linde and Linde Gas undertake to use their best endeavours as appropriate to implement any recommendations of the Approved Auditor applicable to each of them as soon as reasonably practicable after the release of the relevant audit report or otherwise on notification of non compliance or possible non compliance.

8.10 Linde and Linde Gas will authorise the Approved Auditor (at Linde's expense) to engage any technical expertise as the Approved Auditor reasonably requires to conduct the audits referred to in this clause 8.

9. REVIEW OF UNDERTAKING

If Linde and/or Linde Gas is unable to comply with its or their obligations under this Undertaking, or believe it is necessary to seek some modification due to changed circumstances, then Linde, Linde Gas and the Commission will review the relevant part of this Undertaking and negotiate in good faith the amendment or revocation of all or any of such part of the Undertakings in light of such circumstances and having regard to the need to maintain and promote competition in the relevant market.

10. KEY EVENT NOTIFICATION

To assist the Commission to monitor compliance with this Undertaking, Linde and Linde Gas will advise the Commission in writing within 5 Business Days of the following events occurring:

- (a) the Control Date; and

(b) the Termination Date.

11. CONFIDENTIALITY

11.1 Subject to clause 11.2, Linde and Linde Gas acknowledge that the Commission will make this Undertaking available for public inspection and that the Commission may, from time to time, publicly refer to this Undertaking.

11.2 Linde, Linde Gas and the Commission agree that Annexure A and Annexure B to this Undertaking will remain confidential until the Divestiture Date.

12. FURTHER INFORMATION

Linde will provide promptly to the Commission any further information reasonably requested by the Commission relating to compliance with this Undertaking.

13. ACKNOWLEDGEMENT

Linde acknowledges that this Undertaking in no way derogates from the rights and remedies available to any other person arising from the subject matter of the Undertaking.

14. SEVERABILITY

If for any reason a provision or provisions of this Undertaking are found to be unlawful, invalid or unenforceable, to the extent permitted by law, the remaining terms of the Undertaking remain in force.

15. SERVICE OF PROCESS

Each of Linde and Linde Gas irrevocably appoint Dibbs Abbott Stillman of Level 8, 123 Pitt Street, Sydney, New South Wales, Australia as their agent for the purposes of any service of process under this Undertaking.

SIGNED by)
for and on behalf)
LINDE AG on)
in the presence of)

[Handwritten Signature]
Signature of witness)


Daniela Rauch
Name of witness (block letters)

[Handwritten Signature]

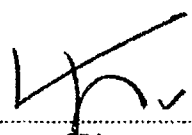
By executing this Undertaking, the signatories warrant that each signatory is duly authorised to execute this document on behalf of Linde AG)

Lothar Dressel *Henny Asche*
Names of authorised signatories (block letters)

SIGNED by)
LINDE GAS PTY LIMITED ABN 32 001)
255 312)
in accordance with section 127 of the)
Corporations Act 2001)
on September 4 2006)

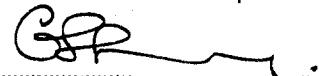

.....)
Signature of Director/Secretary)

PETER FITZGERALD)
.....)
Name of Director/Secretary)


.....)
Signature of Director)

Dieter Krupp)
.....)
Name of Director)

The Undertaking offered by Linde AG and Linde Gas Pty Limited is accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the Trade Practices Act 1974 (Cth)


.....)
Name)

5 September 2006)
.....)
Date)

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RESTRICTION OF PUBLICATION IN PART CLAIMED

ANNEXURE A

CONFIDENTIAL

- 15 -

RESTRICTION OF PUBLICATION IN PART CLAIMED

ANNEXURE B

CONFIDENTIAL