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424B5 1 d468459d424b5.htm FINAL PROSPECTUS SUPPLEMENT

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**CALCULATION OF REGISTRATION FEE**

<u>Title of each Class of Securities to be Registered</u>	<u>Amount to be Registered</u>	<u>Maximum Offering Price</u>
2.750% Notes due 2023	\$400,000,000	99.593%

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

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**PROSPECTUS SUPPLEMENT**

(To prospectus dated November 22, 2011)

**\$400,000,000**



**Air Products and Chemicals, Inc.**

**2.750% Notes due 2023**

The notes referenced above (the “Notes”) will mature on February 3, 2023. We will pay interest on the Notes on February 3 and August 3, 2013. We may redeem the Notes prior to maturity, in whole or in part, as described in this prospectus supplement.

Investing in these Notes involves risks. See “[Risk Factors](#)” on page S-3 of this prospectus supplement to read about important factors notes.

	<u>Public Offering Price (1)</u>	<u>Underwrit Discount</u>
Per Note	99.593%	0.45
Total	\$ 398,372,000	\$ 1,800,

(1) Plus accrued interest, if any, from February 4, 2013.

**Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The Notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company for the accounts of Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, société anonyme, on or about February 4, 2013.

*Joint Book-Running Managers*

**HSBC**

**Banca IMI  
Scotiabank**

*Co-Managers*

**Mizuho Securities  
SMBC Nikko  
Wells Fargo Securities**

The date of this prospectus supplement is January 30, 2013.

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**Prospectus**

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You should rely only on the information contained in this prospectus supplement and the accompanying prospectus. We have not authorized any person to provide information different from that contained in this prospectus supplement and the accompanying prospectus. We are offering to sell Notes and Notes with warrants in the jurisdictions in which offers and sales are permitted. The information contained in this prospectus supplement and the accompanying prospectus is as of the date of this prospectus supplement, regardless of the time of delivery of this prospectus supplement and the accompanying prospectus or any sale of the prospectus supplement and the accompanying prospectus, the “Company,” “we,” “us” and “our” refer to Air Products and Chemicals, Inc.

If we use a capitalized term in this prospectus supplement and do not define the term, it is defined in the accompanying prospectus.

References herein to “\$” and “dollars” are to the currency of the United States.

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**ABOUT AIR PRODUCTS AND CHEMICALS, INC.**

Air Products and Chemicals, Inc. (the “Company”), a Delaware corporation originally founded in 1940, serves energy, electronics, chemical and other customers globally with a unique portfolio of products, services and solutions that include atmospheric gases, process and specialty gases, and related services. The Company is the world’s largest supplier of hydrogen and helium and has built leading positions in growth markets such as semiconductor manufacturing, hydrogen, natural gas liquefaction and advanced coatings and adhesives.

**RISK FACTORS**

You should carefully consider the risk factors in the documents incorporated by reference in this prospectus, and all of the other information, in making an investment decision. See “Risk Factors” beginning on page 9 of our Annual Report on Form 10-K for the year ended September 30, 2014.

**DOCUMENTS INCORPORATED BY REFERENCE**

The SEC allows us to “incorporate by reference” the information we file with the SEC under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which means that we can disclose important information to you by referring you to those documents. Information incorporated by reference into this prospectus supplement, and information that we file later with the SEC will automatically update, modify and, where applicable, incorporate by reference into this prospectus supplement the specific documents listed below and all documents filed by us with the SEC pursuant to Section 15(d) of the Exchange Act between the date of this prospectus supplement and the termination of the offering of securities under this prospectus supplement. Unless we specifically state otherwise, we do not incorporate by reference any documents or information deemed to be furnished and not filed with the SEC file number for these documents is 1-4534.

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- Our Annual Report on Form 10-K for the fiscal year ended September 30, 2012, filed with the SEC on November 20, 2012;
- Our Quarterly Report on Form 10-Q for the quarter ended December 31, 2012, filed with the SEC on January 25, 2013;
- Our Current Reports on Form 8-K filed with the SEC on December 20, 2012, January 28, 2013 and January 30, 2013.

Any statement contained in this prospectus supplement or the accompanying prospectus or in any document incorporated by reference into this prospectus supplement or the accompanying prospectus shall be deemed to be modified or, where applicable, superseded for the purposes of this prospectus to the extent that any statement so modified or superseded will not be deemed, except to the extent that it constitutes a part of this prospectus.

We will provide to each person, including any beneficial owner, to whom this prospectus is delivered, upon written or oral request a copy of the documents referred to above that we have incorporated by reference into this prospectus supplement and a copy of the registration statement. You can request copies of such documents if you call or write us at the following address or telephone number:

Corporate Secretary's Office  
Air Products and Chemicals, Inc.  
7201 Hamilton Boulevard  
Allentown, Pennsylvania 18195-1501  
Telephone: (610) 481-4911

Exhibits to the documents will not be sent, however, unless those exhibits have specifically been incorporated by reference into such documents or our SEC filings as described under the heading "Where You Can Find More Information" in the accompanying prospectus.

### **USE OF PROCEEDS**

We will use the net proceeds from the sale of the Notes, which are expected to be approximately \$395.9 million after payment of underwriting expenses related to the offering, for general corporate purposes, including repayment of commercial paper, a portion of which may be used to repay a note that matures on February 1, 2013. At January 30, 2013, our commercial paper borrowings had an average interest rate of 0.16%. These proceeds may include repayment and refinancing of debt, acquisitions, working capital, capital expenditures and repurchases and redemptions of securities. We may initially invest funds in short-term marketable securities or apply them to the reduction of short-term indebtedness.

### **DESCRIPTION OF NOTES**

*The following description of the particular terms of the 2.750% Notes due 2023 (the "Notes") offered hereby (referred to in the prospectus) supplements the description of the general terms and provisions of the Debt Securities included in the accompanying prospectus. The following description is qualified in its entirety by reference in the accompanying prospectus to the description of the indenture dated as of January 10, 1995 (the "Indenture") and The Bank of New York Mellon Trust Company, N.A. as successor to U.S. Bank National Association (formerly, Wachovia Bank, National Association), as trustee (the "Trustee").*

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### **General**

The Notes will mature at par on February 3, 2023. The Notes will constitute part of the senior debt of the Company and will rank *par* in priority to all other indebtedness of the Company. The Notes will be issued in fully registered form only, in denominations of \$2,000 and additional multiples of \$1,000. The principal and interest on the Notes will be payable, and the transfer of Notes will be registerable, through the Depositary, as described below.

Each Note will bear interest from February 4, 2013 at the annual rate of 2.750%. Interest on the Notes will be payable semi-annually commencing on August 3, 2013, to the person in whose name such Note is registered at the close of business on the 15th calendar day prior to the date of payment.

Interest payable at the maturity of the Notes will be payable to registered holders of the Notes to whom principal is payable. Interest will be payable on a 360-day year of twelve 30-day months.

If any interest payment date falls on a day that is not a Business Day, the interest payment will be postponed to the next day that is a Business Day. Interest will accrue for the period from and after such interest payment date. If the maturity date of the Notes falls on a day that is not a Business Day, the principal shall be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date.

Interest payments for the Notes will include accrued interest from and including the date of issue or from and including the last date interest was paid, as the case may be, to but excluding the interest payment date or the date of maturity, as the case may be.

The Notes will constitute a separate series of Debt Securities under the Indenture.

The Company may, without the consent of the holders of a series of Notes, issue additional notes having the same ranking and the same terms (except for the issue date and public offering price) as the Notes. Any additional notes having such similar terms, together with the Notes, will constitute a separate series of Debt Securities under the Indenture. No additional notes having such similar terms may be issued if an Event of Default has occurred with respect to the Notes. The additional notes will not be fungible with the previously issued Notes for federal income tax purposes.

As used in this prospectus supplement, "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which financial institutions are authorized or required by law or regulation to close in The City of New York.

### **Optional Redemption**

The Notes will be redeemable as a whole at any time or in part from time to time, at the option of the Company, at a redemption price of (i) the principal amount of the Notes or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the redemption date to the maturity date (exclusive of any accrued interest) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at the Treasury Rate plus 15 basis points, plus, in each case, any interest accrued but not paid to the date of redemption.

"*Treasury Rate*" means, with respect to any redemption date for the Notes (i) the yield, under the heading which represents the average yield on United States Treasury securities, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication that is published weekly by the Federal Reserve System and that establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the heading "Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the maturity of the Notes), or (ii) if no such yield is published, the yield on the published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpreted to be the yield on a

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straight line basis, rounding to the nearest month) or (ii) if that release (or any successor release) is not published during the week preceding the redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using the Treasury Rate for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date. The Treasury Rate shall be the Treasury Rate for the business day preceding the redemption date.

“*Comparable Treasury Issue*” means the United States Treasury security selected by an Independent Investment Banker as having a remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing comparable securities of comparable maturity to the remaining term of the Notes.

“*Comparable Treasury Price*” means with respect to any redemption date for the Notes (i) the average of four Reference Treasury Dealer Quotations, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Independent Investment Banker obtains only one Reference Treasury Dealer Quotation, the average of all such quotations.

“*Independent Investment Banker*” means one of the Reference Treasury Dealers appointed by the Company.

“*Reference Treasury Dealer*” means each of HSBC Securities (USA) Inc. (and its successors), J.P. Morgan Securities LLC (and its successors), and other U.S. Government securities dealers in New York City (each, a “Primary Treasury Dealer”) appointed by the Company; *provided, however*, that if a Reference Treasury Dealer is not a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) obtained by that Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third business day preceding that redemption date.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Notes until the redemption.

### **Defeasance of the Indenture and Notes**

The provisions of the Indenture described in the accompanying prospectus under “Description of Securities — Debt Securities — Defeasance of Securities” will apply to the Notes. In addition, as a condition to defeasance, we must deliver to the Trustee an opinion of counsel to the effect that the Notes will recognize income, gain, or loss for federal income tax purposes as a result of such defeasance and will be subject to federal income tax on the same basis and at the same times as would have been the case if such defeasance had not occurred.

### **Book-Entry, Delivery and Form**

The Notes will be issued in the form of one or more fully registered global notes (the “Global Notes”) registered in the name of The Depository, New York (the “Depository” or “DTC”) or Cede & Co., the Depository’s nominee. Beneficial interests in the Global Notes will be represented by book-entry form in the records of the Depository and will be held by financial institutions acting on behalf of beneficial owners as direct and indirect participants in the Depository.

Investors may elect to hold interests in the Global Notes through the Depository, Clearstream Banking, société anonyme (“Clearstream”) or Euroclear, operator of the Euroclear System (“Euroclear”) if they are participants of such systems, or indirectly through organizations which are participants in the Euroclear System. Euroclear will hold interests on behalf of their participants through customers’ securities accounts in Clearstream’s and Euroclear’s names or through depositories, which in turn will hold such interests in customers’ securities accounts in the depositories’ names on the books of the Depository. The Depository, depository for Clearstream and JPMorgan Chase Bank, N.A., successor to The Chase Manhattan Bank, will act as depository for Euroclear (“U.S. Depositories”).



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Beneficial interest in the Global Notes will be held in denominations of \$2,000 and additional multiples of \$1,000. Except as described below, the Global Notes will be transferred, in whole and not in part, only to another nominee of the Depository or to a successor of the Depository or its nominee.

The Depository has advised the Company as follows: the Depository is a limited-purpose trust company organized under the New York Banking Law, a “clearing corporation” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. The Depository holds securities deposited with it by its participants and records the settlement of transactions among its participants in such securities by means of book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depository provides clearing services to brokers and dealers (including the Underwriters), banks, trust companies, clearing corporations and certain other organizations, some of which are members of the Depository. Access to the Depository book-entry system is also available to others, such as banks, brokers, dealers and trust companies that have a custodial relationship with a participant, either directly or indirectly.

Clearstream advises that it is incorporated under the laws of Luxembourg as a bank. Clearstream holds securities for its customers (“Clearstream Customers”) and facilitates the clearance and settlement of securities transactions between Clearstream Customers through electronic book-entry transfers between Clearstream Customers. Clearstream provides to Clearstream Customers, among other things, services for safekeeping, administration, clearance and settlement of internationally denominated securities, securities lending and borrowing. Clearstream interfaces with domestic securities markets in over 30 countries through established depository and custodial relationships. Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (Commission de Surveillance de Secteur Financier). Clearstream Customers are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies and other organizations. Clearstream’s U.S. customers are limited to securities brokers and dealers and banks. Indirect access to Clearstream is available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Clearstream Customer.

Distributions with respect to the Notes held through Clearstream will be credited to cash accounts of Clearstream Customers in accordance with the terms of the Notes to the extent received by the U.S. Depository for Clearstream.

Euroclear advises that it was created in 1968 to hold securities for its participants (“Euroclear Participants”) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of securities and cash. Euroclear provides various other services, including securities lending and borrowing, and international securities clearing in several countries. Euroclear is operated by Euroclear Bank S.A./N.A. (the “Euroclear Operator”), under contract with Euroclear Clearing and Settlement Corporation (the “Cooperative”).

All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are maintained with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks, securities brokers and dealers and other professional financial intermediaries and may include the Underwriters. Indirect access to Euroclear is available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing the Use of the Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the “Terms and Conditions”). The Terms and Conditions govern the clearing and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear on a fungible basis without attribution.

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of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of the Issuer and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to the Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by the U.S. Depositary for Euroclear.

Euroclear further advises that investors that acquire, hold and transfer interests in the Notes by book-entry through accounts with the Issuer or a securities intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as the laws and contractual provisions governing the relationship between such an intermediary and each other intermediary, if any, standing between themselves and the Global Notes.

The Euroclear Operator advises as follows: under Belgian law, investors that are credited with securities on the records of the Euroclear Operator in the fungible pool of interests in securities on deposit with the Euroclear Operator in an amount equal to the amount of interests in securities on deposit with the Euroclear Operator. In the event of the insolvency of the Euroclear Operator, Euroclear Participants would have a right under Belgian law to the return of the amount of interests in securities credited to their accounts with the Euroclear Operator. If the Euroclear Operator did not have a sufficient amount of interests in securities on deposit with the Euroclear Operator to satisfy the claims of all Participants credited with such interests in securities on the Euroclear Operator's records, all Participants having an amount of interests in securities credited to their accounts with the Euroclear Operator would have the right under Belgian law to the return of their *pro rata* share of the amount of interests in securities on deposit.

Under Belgian law, the Euroclear Operator is required to pass on the benefits of ownership in any interests in securities on deposit with the Euroclear Operator (and other entitlements) to any person credited with such interests in securities on its records.

Individual certificates in respect of the Notes will not be issued in exchange for the Global Notes, except in very limited circumstances. If the Issuer is unwilling or unable to continue as a clearing system in connection with the Global Notes, or ceases to be a clearing agency registered under the laws of the Issuer's jurisdiction, or a clearing system is not appointed by the Company within 90 days after receiving such notice from DTC or upon becoming aware that DTC is unwilling to continue, the Issuer will issue or cause to be issued individual certificates in registered form on registration of transfer of, or in exchange for, book-entry interests in the Global Notes upon delivery of such Global Notes for cancellation.

Title to book-entry interests in the Notes will pass by book-entry registration of the transfer within the records of Clearstream, Euroclear and the Issuer in accordance with their respective procedures. Book-entry interests in the Notes may be transferred within Clearstream and within Euroclear and the Issuer in accordance with procedures established for these purposes by Clearstream and Euroclear. Book-entry interests in the Notes may also be transferred in accordance with procedures established for this purpose by DTC. Transfers of book-entry interests in the Notes among Clearstream and Euroclear and the Issuer will be effected in accordance with procedures established for this purpose by Clearstream, Euroclear and DTC.

A further description of the Depositary's procedures with respect to the Global Notes is set forth in the accompanying prospectus under the heading "Global Securities — Global Securities." The Depositary has confirmed to the Company, the Underwriters and the Trustee that it intends to follow such procedures.

### **Global Clearance and Settlement Procedures**

Initial settlement for the Notes will be made in immediately available funds. We will make all payments of principal, premium, if any, and interest in immediately available funds while the Notes are held in book-entry only form. Secondary market trading between DTC participants will occur in accordance with the Depositary's rules and will be settled in immediately available funds using

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the Depository's Same-Day Funds Settlement System. Secondary market trading between Clearstream Customers and/or Euroclear Participants in accordance with the applicable rules and operating procedures of Clearstream and Euroclear and will be settled using the procedures applicable to immediately available funds.

Cross-market transfers between persons holding directly or indirectly through the Depository on the one hand, and directly or indirectly through Euroclear Participants, on the other, will be effected in the Depository in accordance with the Depository's rules on behalf of the relevant Euroclear Participant by its U.S. Depository; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system, once a transaction meets its settlement requirements, deliver instructions to its U.S. Depository to take action to effect final settlement on its behalf by making or receiving interests in the Notes from the Depository, and making or receiving payment in accordance with normal procedures for same-day settlement in the Depository. Clearstream Customers and Euroclear Participants may not deliver instructions directly to their respective U.S. Depositaries.

Because of time-zone differences, credits of interests in the Notes received in Clearstream or Euroclear as a result of a transaction will be made available during subsequent securities settlement processing and dated the business day following the Depository settlement date. Such credits or any other interests in the Notes settled during such processing will be reported to the relevant Clearstream Customers or Euroclear Participants on such business day. Credits of interests in the Notes received in Euroclear as a result of sales of interests in the Notes by or through a Clearstream Customer or a Euroclear Participant to a DTC participant will be reported to the Depository settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following the settlement date.

Although the Depository, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of interests in the Notes, the Depository, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time.

**Applicable Law**

The Notes and the Indenture will be governed by and construed in accordance with the laws of the State of New York.

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The following discussion is a summary of the material U.S. federal income tax consequences relevant to the purchase, ownership and the Notes, but this summary does not purport to be a complete analysis of all potential tax effects to holders of the Notes.

- The discussion is based on provisions of the Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury Regulations, Service rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time and subject to change may be applied retroactively in a manner that could adversely affect a holder of the Notes and the continued validity of this discussion.
- This discussion does not address all of the U.S. federal income tax consequences that may be relevant to you in light of your particular circumstances (including the application of the alternative minimum tax) or that may be relevant to you because you are subject to special rules, including but not limited to, financial institutions, U.S. expatriates, insurance companies, dealers in securities or currencies, traders in securities, U.S. holders of non-U.S. Dollar, tax-exempt organizations and persons holding the Notes as part of a “straddle,” “hedge,” “constructive sale,” “conversion” or “other” transaction.
- In addition, this discussion only applies to you if you purchase your Notes for cash in the original issue and at the Notes’ “issue price” under Section 1273 of the Code (i.e., the first price at which a substantial amount of Notes is sold for cash to persons other than bond holders or organizations acting in the capacity of underwriters, placement agents, or wholesalers).
- Moreover, except where specifically indicated, this summary does not discuss the effect of any other federal tax laws (i.e., estate tax, gift tax, foreign tax laws).
- In addition, if a partnership or other entity taxable as a partnership holds the Notes, the tax treatment of a partner will generally depend on the activities of the partnership. This discussion does not address the tax consequences to you if you hold the Notes through a partnership or any other pass-through entity.
- This discussion does not discuss any reporting requirements of or other consequences under the Treasury Regulations relating to the purchase, ownership or disposition of the Notes.
- Finally, the discussion deals only with Notes held as “capital assets” within the meaning of Section 1221 of the Code.

As used herein, “U.S. Holder” means a beneficial owner of the Notes that is:

- an individual who is a citizen or resident of the U.S., including an alien individual who is a lawful permanent resident of the U.S. and who meets the “presence” test under Section 7701(b) of the Code,
- a corporation or other entity taxable as a corporation created or organized in or under the laws of the U.S. or of any state thereof or
- an estate, the income of which is subject to U.S. federal income tax regardless of its source, or
- a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more U.S. persons can control the trust (and a valid election is in place to treat the trust as a U.S. person).

A “non-U.S. Holder” is a beneficial owner of the Notes that is an individual, corporation, estate or trust who or that is not a U.S. Holder.

We have not sought and will not seek any rulings from the Internal Revenue Service (the “IRS”), with respect to the matters discussed herein, and we cannot assure you that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition (including an exchange) of the Notes. If such a position would not be sustained,



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*Please consult your own tax advisors with regard to the application of the tax consequences discussed below to your particular other federal as well as state, local or foreign tax laws and tax treaties, including gift and estate tax laws.*

### **U.S. Holders**

This section applies to you if you are a U.S. Holder.

#### **Interest**

Stated interest on the Notes will generally be treated as “qualified stated interest” for U.S. federal income tax purposes and generally ordinary interest income at the time it is paid or accrued in accordance with such holder’s regular method of accounting for U.S. federal income

#### **Sale or Other Taxable Disposition of the Notes**

On the sale, exchange (other than in a tax-free transaction), redemption, retirement or other taxable disposition of your Note:

- You will recognize taxable gain or loss equal to the difference between the amount realized upon such disposition (less a portion of interest, which will be taxable to you as ordinary income at that time if not previously included in your income) and your tax basis.
- Your gain or loss will be a capital gain or loss and will be a long-term capital gain or loss if you have held the Note for more than one year. If you have held the Note for one year or less, your gain or loss will be a short-term gain or loss. For some non-corporate taxpayers (including individuals) long-term capital gains are eligible for a reduced tax rate. The deductibility of capital losses is subject to limitation.

#### **Information Reporting and Backup Withholding**

Certain non-exempt U.S. Holders will be subject to information reporting in respect of any payments that we may make or are made or proceeds of any sale or other disposition of the Notes. In addition, backup withholding at a rate of 28% may apply unless the U.S. Holder supplies and other information, certified under penalty of perjury, or otherwise establishes, in the manner prescribed by applicable law, an exemption. Backup withholding rules are not an additional tax and may be allowable as a refund or a credit against the U.S. Holder’s tax liability. Furnishing the required information on a timely basis to the IRS.

#### **Medicare Tax on Investment Income**

For taxable years beginning on or after January 1, 2013, a new 3.8% Medicare contribution tax will be imposed on the net investment income and capital gain, of certain U.S. individuals, estates and trusts.

### **Non-U.S. Holders**

This section applies to you if you are a non-U.S. Holder.

#### **Interest Payments**

Subject to the discussion below concerning effectively connected income and backup withholding, payments of interest on the Notes will not be subject to U.S. federal withholding tax, provided that you satisfy one of two tests.

- The first test (the “portfolio interest” test) is satisfied if:
  - you do not own, actually or constructively, 10% or more of the combined voting power of all classes of our stock entitled to vote;
  - you are not a controlled foreign corporation (within the meaning of the Code) that is related, directly or indirectly, to us;



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- you are not a bank receiving interest on the Notes on an extension of credit made pursuant to a loan arrangement entered into in your business; and
- you certify to us or our paying agent on IRS Form W-8BEN (or appropriate substitute form) under penalties of perjury, that you or your agent acting on your behalf, you will be required to provide appropriate documentation to us or our paying agent, either directly or through other intermediaries.
- The second test is satisfied if you are otherwise entitled to the benefits of an income tax treaty under which such interest is exempt from U.S. federal income tax and you (or your agent) provide to us a properly executed IRS Form W-8BEN (or an appropriate substitute form) claiming eligibility for such treaty.

Payments of interest on the Notes that do not meet the above-described requirements will be subject to a U.S. federal income tax of 30% (or the applicable income tax treaty if you establish that you qualify to receive the benefits of such treaty) collected by means of withholding.

### **Sale or Other Taxable Disposition of the Notes**

Subject to the discussion below concerning effectively connected income and backup withholding, you will not be subject to U.S. federal income tax on the sale, exchange, redemption, retirement or other taxable disposition of the Notes unless you are an individual, you are present in the U.S. at the time of the disposition, you establish that you qualify to receive the benefits of such treaty, and other conditions are satisfied.

### **Effectively Connected Income**

The preceding discussion assumes that the interest and gain received by you is not effectively connected with your conduct of a trade or business in the U.S. (or, if an applicable income tax treaty so applies, you maintain a permanent establishment in the U.S. through which you dispose of the Notes, and other conditions are satisfied):

- You will be exempt from the 30% withholding tax on the interest (provided a certification requirement, generally on IRS Form W-8BEN, is satisfied). Interest and gain will generally be subject to regular U.S. federal income tax on any interest and gain with respect to the Notes in the same manner as if you were a U.S. resident.
- If you are a foreign corporation, you may also be subject to an additional branch profits tax of 30% (or such lower rate provided by an applicable tax treaty) if you establish that you qualify to receive the benefits of such treaty).
- If you are eligible for the benefits of an applicable tax treaty, any effectively connected income or gain will generally be subject to the tax of such treaty, which may also be attributable to a permanent establishment maintained by you in the U.S.

### **U.S. Federal Estate Tax**

A Note held or beneficially owned by an individual who, for estate tax purposes, is not a citizen or resident of the U.S. at the time of the decedent's gross estate for U.S. estate tax purposes, provided that (i) such holder or beneficial owner did not at the time of death actually or constructively own or exercise the combined voting power of all classes of our stock entitled to vote and (ii) at the time of death, payments with respect to such Note would not be made to or for the benefit of the holder or owner of such Note by the conduct by such holder of a trade or business in the U.S. In addition, the U.S. estate tax may not apply with respect to such Note under the provisions of an applicable tax treaty.

### **Foreign Account Tax Compliance Act**

Legislation enacted in 2010 generally imposes a withholding tax of 30% on interest income paid on a debt obligation and on the gross proceeds from the disposition of a debt obligation, unless certain obligations are satisfied. Under recently finalized regulations, these rules will not apply to a debt obligation on or after January 1, 2014.



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**Information Reporting and Backup Withholding**

U.S. rules concerning information reporting and backup withholding applicable to a non-U.S. Holder are as follows:

- Interest payments you receive will be automatically exempt from the usual backup withholding rules if such payments are subject to a tax treaty or if they are exempt from that tax by application of a tax treaty or the “portfolio interest” exception. The exemption does not apply if the intermediary knows or has reason to know that you should be subject to the usual information reporting or backup withholding rules. Backup withholding may still apply to payments of interest (on IRS Form 1042-S) even if certification is provided and the interest is exempt from the tax.
- Disposition proceeds received by you on a disposition of your Notes through a broker may be subject to information reporting and backup withholding if you are not eligible for an exemption, or do not provide the certification described above or the broker has actual knowledge or reason to know that you are not eligible. In particular, information reporting and backup withholding may apply if you use the U.S. office of a broker, and information reporting and backup withholding may apply if you use the foreign office of a broker that has certain connections to the U.S.
- Amounts withheld under the backup withholding rules are not an additional tax and may be allowable as a refund or a credit against your income tax liability upon furnishing the required information on a timely basis to the IRS.
- We suggest that you consult your tax advisors concerning the application of information reporting and backup withholding rules.

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[Table of Contents](#)**UNDERWRITING**

Under the terms and subject to the conditions set forth in the underwriting agreement, dated January 30, 2013 (the “Underwriting Agreement”) for whom HSBC Securities (USA) Inc. and J.P. Morgan Securities LLC are acting as representatives, have severally, the Company has agreed to sell to them, severally, the respective principal amount of the Notes set forth opposite their respective names below:

**Name**

HSBC Securities (USA) Inc.  
J.P. Morgan Securities LLC  
Banca IMI S.p.A.  
Mizuho Securities USA Inc.  
Santander Investment Securities Inc.  
Scotia Capital (USA) Inc.  
SMBC Nikko Capital Markets Limited  
UBS Securities LLC  
Wells Fargo Securities, LLC  
Total

The Underwriting Agreement provides that the obligations of the several Underwriters to pay for and accept delivery of the Notes are subject to the approval of certain legal matters by their counsel and certain other conditions. The offering of the Notes by the Underwriters is subject to each Underwriter's right to reject any order in whole or in part. The Underwriters are obligated to take and pay for all the Notes if any are taken.

The Underwriters propose initially to offer the Notes to the public at the public offering price set forth on the cover page hereof and may offer at prices that represent a concession not in excess of 0.300% of the principal amount of the Notes. Any Underwriter may allow, and such dealer may offer, in excess of 0.125% of the principal amount of the Notes to certain other dealers. After the initial offering of the Notes, the offering price and other terms may be varied by the Underwriters.

Expenses associated with this offering, to be paid by the Company, are estimated to be \$650,000.

The Company has agreed to indemnify against, or contribute to payments that the Underwriters may be required to make in respect of, under the Securities Act of 1933, as amended.

The Notes are a new issue of securities with no established trading market. The Notes will not be listed on any securities exchange or trading system. The Underwriters have advised the Company that the Underwriters intend to make a market in the Notes. The Underwriters are not obligated to, and may discontinue their market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

In connection with the offering, the Underwriters may purchase and sell Notes in the open market. These transactions may include short sales and purchases to cover positions created by short sales. Short sales involve the sale by the Underwriters of a greater number of Notes than they own. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the Notes in progress.

The Underwriters also may impose a penalty bid. This occurs when a particular Underwriter repays to the Underwriters a portion of the principal amount of the Notes it because the representatives have repurchased Notes sold by or for the account of such Underwriter in stabilizing or short covering transactions.

These activities by the Underwriters, as well as other purchases by the Underwriters for their own accounts, may stabilize, maintain or support the price of the Notes. As a result, the price of the Notes may



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be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the Underwriters. These transactions may be effected in the over-the-counter market or otherwise.

Certain of the Underwriters and their respective affiliates engage in transactions with, and perform services for, the Company in the ordinary course of business. These Underwriters are engaged, and may in the future engage, in commercial banking and investment banking transactions with the Company, for which they receive compensation and expenses.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments in equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their clients. These securities and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the underwriters or their affiliates that are engaged in such activities routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates enter into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters do not make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and do not acquire, long and/or short positions in such securities and instruments.

Certain of the Underwriters are not U.S. registered broker-dealers and, therefore, to the extent that they intend to effect any sales of the Notes, they will do so through one or more U.S. registered broker-dealers as permitted by Financial Industry Regulatory Authority regulations. Certain non-U.S. Underwriters receive underwriting income with affiliates.

The Notes are offered for sale in those jurisdictions in the United States, Europe, Asia and elsewhere where it is lawful to make such offers.

**Selling Restrictions*****European Economic Area***

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), the Company has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Implementation Date”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this prospectus supplement in that Relevant Member State other than:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, to fewer than 100 (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior approval of the competent authorities or their representatives for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Company or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State shall mean an offer of Notes to the public in that Member State by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase the Notes. The expression shall not be construed to include an offer of Notes to the public in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “offer of Notes to the public” shall not be construed to include an offer of Notes to the public in that Member State by any measure implementing the Prospectus Directive 2003/71/EC (and

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amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

***United Kingdom***

Each Underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation to invest in the Notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes involving the United Kingdom.

**LEGAL OPINIONS**

The validity of the Notes offered hereby will be passed on for the Company by its internal legal counsel. The Underwriters have been advised by Cravath, Swaine & Moore LLP. Cravath, Swaine & Moore LLP provides legal services to the Company from time to time.

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**Prospectus**

**AIR PRODUCTS AND CHEMICALS, INC.**  
**DEBT SECURITIES**  
**PREFERRED STOCK**  
**DEPOSITARY SHARES**  
**COMMON STOCK**  
**WARRANTS**

We may offer these securities in one or more offerings. We will provide the specific terms of these securities in supplements to this prospectus and any supplement carefully before you invest.

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NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF THE SECURITIES LAWS AND A FEDERAL OFFENSE.

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The date of this prospectus is November 22, 2011

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[EXPERTS](#)

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[Table of Contents](#)**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document at the SEC's Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for further information on the SEC's Reference Room. You may also access our SEC filings at the SEC's web site at <http://www.sec.gov>.

The SEC allows us to "incorporate by reference" into this prospectus the information we file with it, which means that we can disclose information by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and later information automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under 14 or 15(d) of the Securities Exchange Act of 1934 until this offering is completed:

• Annual Report on Form 10-K for the year ended September 30, 2011; and

• the description of our common stock in our Form 8-A that was filed on March 20, 1998.

You may request a copy of these filings at no cost, by writing to or telephoning us at:

Corporate Secretary's Office  
Air Products and Chemicals, Inc.  
7201 Hamilton Boulevard  
Allentown, Pennsylvania 18195-1501  
Telephone: (610) 481-4911

You should rely only on the information incorporated by reference or provided in this prospectus or the accompanying prospectus supplement. No one is authorized to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. The information in this prospectus, any prospectus supplement or any document which we incorporate by reference is accurate as of any date other than the date of this prospectus.

**THE COMPANY**

Air Products is a Delaware corporation originally founded in 1940. We serve energy, electronics, chemicals, steel, and manufacturing markets with a portfolio of products, services and solutions that include atmospheric gases, process and specialty gases, performance materials, equipment and technology. We are the largest supplier of hydrogen and helium and have built leading positions in growth markets such as semiconductor materials, refinery hydrogen, advanced coatings and adhesives. As used in this prospectus unless the context indicates otherwise, the terms "we," "our," "us," "Company," "Air Products," and "Air Products and Chemicals, Inc." refer to Air Products and its predecessors of the registrant and its subsidiaries.



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[Table of Contents](#)**RATIOS OF EARNINGS TO FIXED CHARGES**

Ratio of earnings to fixed charges

2007
7.1

The ratio of earnings to fixed charges is determined by dividing earnings, which includes income from continuing operations before tax, less-than-fifty-percent-owned affiliates, and fixed charges, by fixed charges. Fixed charges consist of interest on all indebtedness plus that portion of operating lease rentals representative of the interest factor (deemed to be 21% of operating lease rentals).

**USE OF PROCEEDS**

Unless otherwise specified in the applicable prospectus supplement, the net proceeds we receive from the sale of the securities offered in the accompanying prospectus supplement will be used for general corporate purposes. General corporate purposes may include the repayment of debt, credit to our subsidiaries, redemption of common stock or preferred stock and the financing of possible acquisitions or business expansion. The proceeds may be temporarily or applied to repay short-term debt until they are used for their stated purpose.

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[Table of Contents](#)**DESCRIPTION OF SECURITIES****Debt Securities**

The following description of the terms of the debt securities sets forth general terms that may apply to the debt securities. The particular terms of the debt securities are described in the prospectus supplement relating to those debt securities.

The debt securities will be our senior debt securities. The debt securities will be issued under an indenture dated as of January 10, 1997, by and between the Company and the New York Mellon Trust Company, N.A. as successor to U.S. Bank National Association (formerly, Wachovia Bank, National Association and initially, Wachovia Bank, National Association), as trustee (the "Indenture").

The following is a summary of the most important provisions of the Indenture. A copy of the Indenture is an exhibit to the registration statement. Section references below are to the section in the Indenture. The referenced sections of the Indenture are incorporated by reference.

**General**

The Indenture does not limit the amount of debt securities that we may issue. The Indenture provides that debt securities may be issued from time to time. The debt securities will be unsecured and will have the same rank as all of our other unsecured and unsubordinated debt securities.

The debt securities may be issued in one or more separate series. The prospectus supplement relating to the particular series of debt securities will describe the particular amounts, prices and terms of those debt securities. These terms may include:

- the title of the debt securities;
- any limit upon the aggregate principal amount issued;
- the maturity date or dates, or the method of determining the maturity dates;
- the interest rate or rates, or the method of determining those rates;
- the interest payment dates and the regular record dates;
- the places where payments may be made;
- any mandatory or optional redemption provisions;
- any sinking fund or analogous provisions;
- the portion of principal amount of the debt security payable upon acceleration of maturity if other than the full principal amount;
- any deletions of, or changes or additions to, the events of default or covenants;
- the form of the debt securities;
- if other than U.S. dollars, the currency or currencies, including composite currencies, in which payments on the debt securities will be made, and whether the holder may elect payment to be made in a different currency;
- the method of determining the amount of any payments on the debt securities which are linked to an index;

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- whether the debt securities will be issued in the form of one or more global securities in temporary or definitive form;
- any terms relating to the delivery of the debt securities if they are to be issued upon the exercise of warrants;
- whether and on what terms we will pay additional amounts to holders of the debt securities that are not U.S. persons in respect of charge withheld or deducted and, if so, whether and on what terms we will have the option to redeem the debt securities rather than
- any conversion or exchange provisions;
- any terms for the attachment to the debt securities of warrants, options or other rights to purchase or sell our securities;
- any special United States Federal income tax or other considerations with respect to the debt securities; and any other specific terms (Section 2.3)

Unless otherwise specified in the prospectus supplement, debt securities denominated in U.S. dollars will be issued in denominations of \$1,000. (Section 2.8)

We may issue some of the debt securities as original issue discount debt securities. Original issue discount securities bear no interest and will be sold at a discount below their stated principal amount.

**Certain Covenants of the Company**

**Limitation on Liens** — Subject to the exceptions set forth below under “Exempted Indebtedness,” we covenant that we will not create or cause any Restricted Subsidiary (as hereinafter defined) to create or assume, any,

- mortgage
- security interest,
- pledge, or
- lien

(together, we refer to these transactions as “liens”) of or upon any Principal Property (as defined below), or any underlying real estate of such Restricted Subsidiary or indebtedness of any Restricted Subsidiary, whether owned at the date of the Indenture or thereafter acquired, without equally and ratably securing the Indenture. This restriction will not apply to certain permitted liens, including the following:

- (i) liens on any Principal Property which are created or assumed contemporaneously with, or within 120 days after (or in the case of such property which is being financed on the basis of long-term contracts or similar financing arrangements for which a firm commitment is made by banks, companies or other lenders or investors (not including us or any Restricted Subsidiary), then within 360 days after), the completion of such improvement of such Principal Property to secure or provide for the payment of any part of the purchase price of such property or the cost of such improvement, or liens on any Principal Property existing at the time of acquisition thereof;

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(ii) liens on property or shares of capital stock or indebtedness of a corporation existing at the time such corporation is merged with or into a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation substantially as an entirety to a Restricted Subsidiary;

(iii) liens on property or shares of capital stock or indebtedness of a corporation existing at the time such corporation becomes a Restricted Subsidiary;

(iv) liens to secure indebtedness of a Restricted Subsidiary to us or to another Restricted Subsidiary, but only so long as such indebtedness is secured by a Restricted Subsidiary;

(v) liens in favor of the United States of America or any State thereof, or any department, agency or political subdivision of the United States or any State thereof, to secure certain payments pursuant to any contract or statute, including liens to secure indebtedness of the pollution control fund established by the United States or any State thereof, or any department, agency or political subdivision of the United States or any State thereof, to secure indebtedness incurred for the purpose of financing all or any part of the purchase price or cost of constructing or improving a facility for the purpose of controlling air pollution;

(vi) liens in favor of any customer arising in respect of certain payments made by or on behalf of such customer for goods produced or sold by us to such customer in the ordinary course of business not exceeding the amount of such payments;

(vii) liens to extend, renew or replace in whole or in part any lien referred to in the foregoing clauses (1) to (6), or in this clause, existing on the date of the Indenture, provided that the principal amount of indebtedness secured thereby shall not exceed the principal amount of such lien at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to all or a part of such lien as extended, renewed or replaced (plus improvements on such property); and

(viii) certain statutory liens, liens for taxes and certain other liens.

(Section 3.6)

**Limitations on Sale and Lease-Back Transactions** — Subject to the exceptions set forth below under “Exempted Indebtedness,” sale or lease-back of any Restricted Subsidiary of any Principal Property which has been owned and operated by us or a Restricted Subsidiary for more than 120 days;

(i) the property involved is property which could be the subject of a lien without equally and ratably securing the debt securities issued by us;

(ii) an amount equal to the Attributable Debt (as hereinafter defined) of any such sale and lease-back transaction is applied to the purchase price of the Principal Property of equal or greater fair market value or to retirement of indebtedness for borrowed money (including the securities) which has been incurred by us at the option of the obligor to a date more than twelve months after the creation of such indebtedness; or

(iii) the lease involved is for a term (including renewals) of not more than three years.

(Section 3.7)

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**Exempted Indebtedness** — Either we or a Restricted Subsidiary may create or assume liens and enter into sale and lease-back transactions outlined above, provided that at the time thereof and after giving effect thereto the aggregate amount of indebtedness secured by all such liens and lease-back transactions outstanding shall not exceed 5% of Consolidated Net Tangible Assets (as hereinafter defined). (Section 3.8)

**Limitations on Mergers, Consolidations and Sales of Assets** — If, upon our consolidation or merger with or into any other corporation or lease of substantially all our properties, any Principal Property would become subject to any lien, we, prior to such event, will secure the debt and any of our other obligations then entitled thereto by a direct lien on all such Principal Property prior to all other liens other than any theretofore

### *Certain Definitions*

The term “Restricted Subsidiary” means any Subsidiary

- (a) substantially all the property of which is located, or substantially all the business of which is carried on, within the United States;
- (b) which owns or leases a Principal Property.

The term “Principal Property” means any manufacturing plant, research facility or warehouse owned or leased by us or any of our subsidiaries in the United States and has a net book value exceeding the greater of \$5,000,000 and 1% of the shareholders’ equity of our company and our consolidated subsidiaries, except for any property which the board of directors by resolution declares is not of material importance to our total business as consolidated with the business of our subsidiaries.

The term “Attributable Debt” means the present value (discounted as provided in the senior indenture) of the obligation of a lessee for the remaining term of any lease.

The term “Consolidated Net Tangible Assets” means at any time the total of all assets appearing on the most recent consolidated balance sheet of our subsidiaries, prepared in accordance with generally accepted accounting principles, at our and their net book values (after deducting related liabilities and all other valuation reserves which, in accordance with such principles, are set aside in connection with the business conducted), but excluding unamortized debt discount and all other like segregated intangible assets, and amounts on the asset side of such balance sheet for our capital and surplus, with such principles, less Consolidated Current Liabilities.

The term “Consolidated Current Liabilities” means the aggregate of the current liabilities of us and our consolidated subsidiaries appearing on the balance sheet of our company and our consolidated subsidiaries, all as determined in accordance with generally accepted accounting principles.

(Section 1.1)

Other than the restrictions on liens and sale and lease-back transactions described above, neither the Indenture nor the debt securities prohibit any highly leveraged transaction involving us or any of our subsidiaries, including any takeover, recapitalization or other restructuring that may result in a decline in credit rating.

### **Events of Default, Waiver and Notice**

As to any series of securities, an “event of default” is defined in the Indenture as being any of the following events:

- (i) default for 30 days in the payment of any interest on the securities of such series;
- (ii) default in the payment of principal or premium due on the securities of any series;

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- (iii) default in the payment of any sinking fund installment on the securities of such series, when due;
  - (iv) our default for 90 days in the performance of any other of the covenants or agreements in the Indenture (other than those set forth in the Indenture or any other series of securities);
  - (v) certain events of bankruptcy, insolvency and reorganization of our company; or
  - (vi) any other events as may be established in any applicable supplement.
- (Section 5.1)

No event of default with respect to any particular series of securities necessarily constitutes an event of default with respect to any other series of securities.

The trustee must give notice of a default to the holders of the series of debt securities on which the default exists within 90 days unless the trustee determines that it is in the interest of the holders of securities of such series to do so. However, the trustee may withhold this notice if the trustee considers it in the interest of the holders of securities of such series to do so. The trustee may also withhold this notice in the event of a payment default with regard to principal, interest or a sinking fund. (Section 5.11)

If an event of default has occurred and is continuing:

- as described in clause (1), (2) or (3) above, either the trustee or the holders of 25% in principal amount of the securities of such series (or, in the case of discounted securities, the amount specified in the terms thereof) of all such securities to be due and payable;
- as described in clause (4) or (5) above, either the trustee or the holders of not less than 25% in principal amount of all affected securities to declare the principal (or, in the case of discounted securities, the amount specified in the terms thereof) of all securities to be due and payable.

However, upon certain conditions past defaults as described in clause (4) or (5) above may be waived by the holders of a majority in principal amount of the securities then outstanding, except for defaults in

- the payment of principal of, or any premium or interest on, such securities or
- with respect to any covenant or provision which may not be amended without the approval of each holder affected.

(Sections 5.1 and 5.10)

The holders of a majority in principal amount of the securities of each series affected, voting as a separate class, may direct the trustee to proceed for any remedy available to the trustee under the Indenture, subject to certain limitations specified in the Indenture, provided that the trustee is offered to the trustee reasonable indemnity against costs, expenses and liabilities. (Sections 5.9 and 6.2(d)) We must certify to the trustee on certain defaults. (Section 3.5)

**Modification of the Indenture**

Together with the trustee, and subject to the consent of the holders of at least 66 2/3% of the outstanding principal amount of the outstanding securities of such series, we may modify the Indenture or any supplement to the Indenture. Without the consent of each affected holder, we may not:

- (i) extend the final maturity of any security;
- (ii) reduce the principal amount or rate of interest of any security;

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- (iii) extend the time of payment of interest of any security;
  - (iv) reduce the amount payable upon the redemption of any security;
  - (v) reduce the amount of the principal of a discounted security payable upon acceleration of the maturity of the security or in the event of a change of control;
  - (vi) impair the right to institute suit to enforce payment or repayment; or
  - (vii) change the provisions in the indenture that relate to its modification or amendment.
- (Section 8.2)

**Concerning the Trustee**

The Bank of New York Mellon Trust Company, N.A., the trustee under the Indenture, also performs certain cash management services and other administrative facilities to, us in the normal course of business.

**Defeasance of the Indenture and Securities**

We may, at any time, satisfy our obligations with respect to any payments of principal, premium or interest of any security or securities with the trustee:

- (a) money (in the currency in which the securities are payable),
- (b) in the case of securities denominated in U.S. dollars, U.S. Government Obligations (as defined in the Indenture), or a combination of U.S. Government Obligations and money, or
- (c) in the case of securities denominated in a foreign currency, Foreign Government Securities (as defined in the Indenture) or a combination of Foreign Government Securities and money.

If the deposit is sufficient to make all payments of interest, principal and premium when due, our obligations with respect to such securities will be terminated (except as to certain of our obligations to the trustee), and you will be able to look only to the trust fund for any payment of principal or interest on such series until maturity or redemption. (Article Ten)

Under United States Federal income tax law, any deposit as described just above is viewed as a taxable exchange of the securities deposited for an instrument representing indebtedness of, the trust. Accordingly, at such time as we may elect to deposit securities in a trust as described above, we will recognize taxable gain or loss as if the securities had been sold for an amount equal to the sum of the amount of money and the fair market value (or, alternatively, the value of the instrument). You then may be required to include in taxable income your share of the income, gain and loss on such securities.

Alternatively, the trust might be considered a separate taxable entity, in which case you might also be taxable on original issue discount on such securities. You should consult your own advisors with respect to the more detailed tax consequences of such deposit and discharge, including possible consequences under tax law other than United States Federal income tax law.

**Global Securities**

We may issue the debt securities of a series in whole or in part in the form of one or more global certificates that will be deposited with the trustee in accordance with the prospectus supplement. We will describe the specific terms of the depositary arrangement with respect to a series of debt securities in the applicable prospectus supplement.

Upon the issuance of a global security, the depositary will credit, on its book-entry registration and transfer system, the respective principal and interest to the accounts of participants in the

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depository. Ownership of beneficial interests in a global security will be limited to participants or persons that hold interests through particip

So long as the depository for a global security, or its nominee, is the registered owner of the global security, the depository or its nominee is considered the sole owner or holder of the securities represented by that global security. Except as provided in the indenture, owners of beneficial interests represented by a global security will not

- (a) be entitled to have such securities registered in their names,
- (b) receive or be entitled to receive physical delivery of certificates representing such securities in definitive form,
- (c) be considered the owners or holders thereof under the Indenture or
- (d) have any rights under the Indenture.

We may, in our sole discretion, at any time determine that any series of securities issued or issuable in the form of a global security shall be exchanged for securities in definitive form pursuant to the Indenture.

(Section 2.14)

**Preferred Stock**

The following is a description of general terms and provisions of the preferred stock. The particular terms of any series of preferred stock are set forth in the applicable prospectus supplement.

All of the terms of the preferred stock are, or will be, contained in our Restated Certificate of Incorporation and the certificate of amendments to the preferred stock, which will be filed with the SEC at or prior to the time of issuance of the series of the preferred stock.

We are authorized to issue up to 25,000,000 shares of preferred stock, par value \$1.00 per share. As of November 22, 2011, no shares of preferred stock have been issued. Subject to limitations prescribed by law, the board of directors is authorized at any time to issue one or more series of preferred stock.

The board of directors is authorized to determine, for each series of preferred stock, and the prospectus supplement will set forth with respect to each series the following information:

- the designation for any series by number, letter or title that shall distinguish the series from any other series of preferred stock;
  - the number of shares in any series;
  - whether dividends on that series of preferred stock will be cumulative;
  - the dividend rate (or method for determining the rate);
  - any liquidation preference per share of that series of preferred stock;
  - any conversion provisions applicable to that series of preferred stock;
  - any redemption or sinking fund provisions applicable to that series of preferred stock;
  - any voting rights of that series of preferred stock; and — the terms of any other preferences or rights applicable to that series of preferred stock.
- The preferred stock, when issued, will be fully paid and non-assessable.



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### **Dividends**

Holders of preferred stock will be entitled to receive, when, as and if declared by the board of directors, cash dividends at the rates a prospectus supplement. Generally, no dividends will be declared or paid on any series of preferred stock unless full dividends for all series of cumulative dividends still owing, have been or contemporaneously are declared and paid. When those dividends are not paid in full, dividend amount of dividends declared per share on each series of preferred stock will bear to each other series the same ratio that accrued dividends preferred stock bear to aggregate accrued dividends for all outstanding shares of preferred stock. In addition, generally, unless all dividends no dividends will be declared or paid on the common stock and we may not redeem or purchase any common stock.

Payment of dividends on any series of preferred stock may be restricted by loan agreements, indentures and other transactions we may

### **Liquidation**

If we voluntarily or involuntarily liquidate, dissolve or wind up our affairs, the holders of each series of preferred stock will be entitled preference per share specified in the prospectus supplement plus any accrued and unpaid dividends. Holders of preferred stock will be entitled distribution is made to the holders of common stock. If the amounts payable with respect to preferred stock are not paid in full, the holders of any distribution of assets based upon the aggregate liquidation preference for all outstanding shares for each series. After the holders of shares they will have no right or claim to any of our remaining assets.

Neither the par value nor the liquidation preference is indicative of the price at which the preferred stock will actually trade on or after

### **Voting**

Generally, the holders of preferred stock will not be entitled to vote except as set forth in the prospectus supplement, the Restated Certificate of amendment or as otherwise required by law.

### **No Other Rights**

The shares of a series of preferred stock will not have any preemptive rights, preferences, voting powers or relative, participating, or set forth in the prospectus supplement, the Restated Certificate of Incorporation or certificate of amendment or as otherwise required by law.

### **Transfer Agent and Registrar**

The transfer agent for each series of preferred stock will be designated in the prospectus supplement.

### **Depository Shares**

We may, at our option, elect to offer fractional shares of preferred stock, rather than full shares of preferred stock. If we do, we will issue depository shares and each of these depository shares will represent a fraction of a share of a particular series of preferred stock. Each owner is entitled, in proportion to the applicable fractional interest in shares of preferred stock underlying that depository share, to all rights and preferences underlying that depository share. Those rights include dividend, voting, redemption and liquidation rights.

The shares of preferred stock underlying the depository shares will be deposited with a depository under a deposit agreement between the depository receipts evidencing the depository shares. The depository will be a bank or trust company selected by us. The depository will act as dividend disbursing agent for the depository shares.

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Holders of depositary receipts agree to be bound by the deposit agreement, which requires holders to take certain actions such as filing certain charges.

The following is a summary of the most important terms of the depositary shares. The deposit agreement, our Restated Certificate of Incorporation and amendments for the applicable series of preferred stock that are, or will be, filed with the SEC will set forth all of the terms relating to the depositary shares.

### **Dividends**

The depositary will distribute all cash dividends or other cash distributions received in respect of the series of preferred stock underlying the depositary shares to the record holders of depositary receipts in proportion to the number of depositary shares owned by those holders on the relevant record date. The record date for the depositary shares will be the same date as the record date for the preferred stock.

In the event of a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary receipts in proportion to the number of depositary shares owned by those holders on the record date of the distribution. However, if the depositary determines that it is not feasible to make the distribution, the depositary may, with our approval, make a cash distribution in lieu of the property distribution.

The method may include selling the property and distributing the net proceeds to the holders.

### **Liquidation Preference**

In the event of our voluntary or involuntary liquidation, dissolution or winding up, the holders of each depositary share will be entitled to the liquidation preference accorded each share of the applicable series of preferred stock, as set forth in the applicable prospectus supplement.

### **Redemption**

If a series of preferred stock underlying the depositary shares is subject to redemption, the depositary shares will be redeemed from time to time in proportion to the number of depositary shares held by the holders of the depositary shares resulting from the redemption, in whole or in part, of preferred stock held by the depositary. Whenever we redeem any preferred stock held by the depositary, we will, as of the same redemption date, redeem the number of depositary shares representing the preferred stock so redeemed. The depositary will notify the record holders of the depositary receipts promptly upon receiving the notice from us and not less than 35 nor more than 60 days prior to the redemption date of the preferred stock and the depositary shares.

### **Voting**

Upon receipt of notice of any meeting at which the holders of preferred stock are entitled to vote, the depositary will mail the information to the record holders of the depositary receipts underlying the preferred stock. Each record holder of those depositary receipts on the record date will be entitled to vote the depositary shares underlying the preferred stock as to the exercise of the voting rights pertaining to the amount of preferred stock underlying that holder's depositary shares. The record date for the depositary shares will be the same date as the record date for the preferred stock. The depositary will try, as far as practicable, to vote the preferred stock underlying the depositary shares in accordance with the instructions of the holders of the depositary receipts. We will agree to take all action which may be deemed necessary by the depositary to do so. The depositary will not vote the preferred stock to the extent that it does not receive specific instructions from the holders of the depositary receipts.

### **Withdrawal of Preferred Stock**

Owners of depositary shares are entitled, upon surrender of depositary receipts at the principal office of the depositary and payment of the depositary's expenses, to receive the number of whole shares of preferred stock underlying the depositary shares. Partial shares of preferred stock will not be entitled to deposit the shares under the deposit agreement or to receive depositary receipts evidencing depositary shares.

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### **Amendment and Termination of Deposit Agreement**

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may be amended at any time between us and the depositary. However, any amendment which materially and adversely alters the rights of the holders of depositary shares, shall be effective unless the amendment has been approved by at least a majority of the depositary shares then outstanding. The deposit agreement shall be amended by the depositary only if:

- all outstanding depositary shares have been redeemed or
- there has been a final distribution in respect of the preferred stock in connection with our dissolution and such distribution has been made to the holders of depositary shares.

### **Charges of Depositary**

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay all taxes and governmental charges in connection with the initial deposit of the preferred stock and the initial issuance of the depositary shares, any redemption of the preferred stock by owners of depositary shares. Holders of depositary receipts will pay transfer, income and other taxes and governmental charges provided in the deposit agreement to be for their accounts. In certain circumstances, the depositary may refuse to transfer depositary shares, make distributions and sell the depositary shares evidenced by the depositary receipt if the charges are not paid.

### **Reports to Holders**

The depositary will forward to the holders of depositary receipts all reports and communications we deliver to the depositary that we deliver to the holders of the preferred stock. In addition, the depositary will make available for inspection by holders of depositary receipts at the principal office of the depositary as it may from time to time deem advisable, any reports and communications we deliver to the depositary as the holder of preferred stock.

### **Liability and Legal Proceedings**

Neither we nor the depositary will be liable if either of us are prevented or delayed by law or any circumstance beyond our control in performing our obligations under the deposit agreement. Our obligations and those of the depositary will be limited to performance in good faith of our respective duties under the deposit agreement. We nor the depositary will be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless we are furnished. We and the depositary may rely on written advice of counsel or accountants, on information provided by holders of depositary receipts in good faith to be competent to give such information and on documents believed to be genuine and to have been signed or presented by the proper parties.

### **Resignation and Removal of Depositary**

The depositary may resign at any time by delivering a notice to us of its election to do so. We may remove the depositary at any time. The removal shall take effect upon the appointment of a successor depositary and its acceptance of such appointment. The successor depositary must be appointed by us and its notice for resignation or removal. In addition, the successor depositary must be a bank or trust company having its principal office in the United States with combined capital and surplus of at least \$150,000,000.

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**[Table of Contents](#)****United States Federal Income Tax Consequences**

Owners of the depositary shares will be treated for United States Federal income tax purposes as if they were owners of the preferred shares. Accordingly, the owners will be entitled to take into account for United States Federal income tax purposes income and deductions to which they were holders of the preferred stock. In addition:

- no gain or loss will be recognized for United States Federal income tax purposes upon the withdrawal of preferred stock in exchange for depositary shares;
- the tax basis of each share of preferred stock to an exchanging owner of depositary shares will, upon the exchange, be the same as the tax basis of the preferred stock to the owner of the depositary shares exchanged; and — the holding period for preferred stock in the hands of an exchanging owner of depositary shares will be the holding period for the preferred stock which the person owned the depositary shares.

**Common Stock**

As of the date of this prospectus, we are authorized to issue up to 300,000,000 shares of common stock, \$1.00 par value per share. As of the date of this prospectus, 1,000,000 shares of common stock were outstanding.

**Dividends**

Holders of common stock are entitled to receive dividends, in cash, securities, or property, as may from time to time be declared by our board of directors, subject to the rights of the holders of the preferred stock.

**Voting**

Each holder of common stock is entitled to one vote per share on all matters requiring a vote of the stockholders.

**Rights Upon Liquidation**

In the event of our voluntary or involuntary liquidation, dissolution, or winding up, the holders of common stock will be entitled to share in the assets of the company after distribution after payment in full of all debts and after the holders of preferred stock have received their liquidation preferences in full.

**Miscellaneous**

Shares of common stock are not redeemable and have no subscription, conversion or preemptive rights.

**Warrants**

We may issue warrants for the purchase of debt securities, preferred stock or common stock. Warrants may be issued independently of the offering of preferred stock or common stock and may be attached to or separate from any offered securities. Each series of warrants will be issued under a warrant agreement entered into between us and a bank or trust company, as warrant agent. The warrant agent will act solely as our agent in connection with the warrant agreement, and will not be responsible for the performance or non-performance of our obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants. A copy of the warrant agreement will be included in the offering of warrants.

The prospectus supplement relating to a particular issue of warrants will describe the terms of those warrants, including the following:

- the title of the warrants;
- any offering price for the warrants;

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- the aggregate number of the warrants;
- the designation and terms of the securities that may be purchased upon exercise of the warrants;
- if applicable, the designation and terms of the securities together with which the warrants are issued and the number of warrants issued;
- any date from and after which the warrants and any securities issued with them will be separately transferable;
- the principal amount of or number of shares of stock that may be purchased upon exercise of a warrant and the price at which the stock may be purchased upon exercise;
- the dates on which the right to exercise the warrants will commence and expire;
- any minimum or maximum amount of the warrants that may be exercised at any one time;
- the currency or currency units in which the offering price and the exercise price are payable;
- if applicable, a discussion of material United States Federal, or other income tax considerations;
- any antidilution provisions of the warrants;
- any redemption or call provisions applicable to the warrants;
- any additional terms of the warrants, including terms, procedures, and limitations relating to the exchange and exercise of the warrants;
- whether the warrants represented by the warrant certificates or debt securities that may be issued upon exercise of the warrants will be registered with the SEC; and any information with respect to book-entry procedures.

**PLAN OF DISTRIBUTION**

We may sell the securities in any of four ways:

- (i) directly to purchasers;
- (ii) through underwriters;
- (iii) through agents; or
- (iv) through dealers.

We may solicit offers to purchase securities directly or by the means of designated agents from time to time. Any such agent, who may be an investment banker, broker, or other person, that term is defined in the Securities Act of 1933, involved in the offer or sale of the securities in respect of which this prospectus is delivered, shall be deemed to be acting as our agent, and any amount payable by us to such agent will be set forth, in the prospectus supplement. Unless otherwise indicated in the prospectus supplement, any such agent shall be deemed to be acting on a non-exclusive basis for the period of its appointment. Agents may be customers of, engage in transactions with, or perform services for, us in the ordinary course of business.

**[Table of Contents](#)****LEGAL OPINIONS**

The legality of the securities in respect of which this Prospectus is being delivered will be passed on for us by Ann E. Padjen, Esq., S for the Company and for any underwriters by Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New York, New York 1 her indicated capacity, she is a participant in various employee benefit plans offered to our employees generally, and she owns shares of our long-term incentive program, which entitles executives to stock options and deferred stock units. Cravath, Swaine & Moore LLP from time to Company.

**EXPERTS**

The Company's consolidated financial statements and schedules as of 30 September 2011 and 2010, and for each of the years in the th 2011, and management's assessment of the effectiveness of internal control over financial reporting as of 30 September 2011 have been incor reliance of the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority and auditing.

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**\$400,000,000**



**Air Products and Chemicals, Inc.**

**2.750% Notes due 2023**

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**PROSPECTUS SUPPLEMENT**

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*Joint Book-Running Managers*

**HSBC**

**J.P. Morgan**

*Co-Managers*

**Mizuho Securities**

**SMBC Nikko**

**Wells Fargo Securities**

**Banca IMI  
Scotiabank**

January 30, 2013

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