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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Maxi Aggregate Pri
1.650% Notes due 2018	$324,4
2.375% Notes due 2020	$274,7

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933 (the "Securities Act"). The total registration fee due for this

Prospectus Supplement
(To prospectus dated May 27, 2010)

$600,000,000

$325,000,000 1.650% Notes due 2018
$275,000,000 2.375% Notes due 2020

We are offering $325,000,000 principal amount of 1.650% notes due 2018 (the "2018 notes") and $275,000,000 principal amount of 2. notes"). We refer to the 2018 notes and the 2020 notes collectively as the "notes". We will pay interest on the notes of each series on Februa beginning August 15, 2013. The 2018 notes will mature on February 15, 2018. The 2020 notes will mature on February 15, 2020. The notes $2,000 and any integral multiple of $1,000 in excess thereof.

We may redeem the notes of either series, in whole or in part, at any time and from time to time prior to their maturity at the redemption "Description of the Notes—Optional Redemption." If we experience a change of control triggering event, we may be required to purchase th the applicable price as described under "Description of the Notes—Change of Control Triggering Event."

The notes will be general unsecured senior obligations and rank equally with all of our other unsecured and unsubordinated indebtedne

The notes are new issues of securities with no established trading market. We do not intend to apply for listing of the notes on any secur

Investing in the notes involves risks. See "Risk Factors" beginning on page S-9 for a discussion of certain risks that you should investment in the notes.

	Per 2018 Note	Total	2
Public offering price (1)	99.833%	$324,457,250	
Underwriting discount	0.600%	$ 1,950,000	
Proceeds, before expenses, to us (1)	99.233%	$322,507,250	

(1) Plus accrued interest from February 14, 2013, if settlement occurs after that date.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the notes or dete or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company for the acc Euroclear and Clearstream, on or about February 14, 2013.

Joint Book-Running Managers

BofA Merrill Lynch **Goldman, Sachs & Co.**

Lead Managers

SunTrust Robinson Humphrey

Co-Managers

Credit Agricole CIB

Mitsubishi UFJ Securities

Mizuho Securities

RBS

HSBC

PNC Capital Markets LLC

The date of this prospectus supplement is February 11, 2013

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Prospectus Supplement

Prospectus

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which contains the terms of this offering of notes. The secc dated May 27, 2010, gives more general information, some of which may not apply to this offering.

This prospectus supplement and the information incorporated by reference in this prospectus supplement may add to, update or change prospectus. If information in this prospectus supplement is inconsistent with information in the accompanying prospectus, this prospectus sup that information in the accompanying prospectus.

It is important for you to read and consider all information contained or incorporated by reference in this prospectus supplement and t your investment decision. You should also read and consider the information in the documents to which we have referred you in "Where You accompanying prospectus.

No person is authorized to give any information or to make any representations other than those contained or incorporated by referenc accompanying prospectus and, if given or made, such information or representations must not be relied upon as having been authorized. This accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities describ offer to sell or the solicitation of an offer to buy such securities in any jurisdictions in which such offer or solicitation is unlawful. Neither th supplement and the accompanying prospectus, nor any sale made hereunder, shall under any circumstances create any implication that there h the date of this prospectus supplement, or that the information contained or incorporated by reference in this prospectus supplement or the ac any time subsequent to the date of such information.

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions m prospectus supplement and the accompanying prospectus do not constitute an offer, or an invitation on our behalf or the underwriters or any o any of the notes, and may not be used for or in connection with an offer or solicitation by anyone, in any jurisdiction in which such an offer or person to whom it is unlawful to make such an offer or solicitation. See "Underwriting."

In this prospectus supplement, unless otherwise stated or the context otherwise requires, references to "we," "us," "our" and "Compa instances, its consolidated subsidiaries. If we use a capitalized term in this prospectus supplement and do not define the term in this documer prospectus.

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INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Securities and Exchange Commission (the "Commission") allows us to "incorporate by reference" information into this prospect disclose important information to you by referring you to another document filed separately with the Commission. The information incorpora part of this prospectus supplement, except for any information that is superseded by information that is included directly in this document.

This prospectus supplement incorporates by reference the documents listed below that we have previously filed with the Commission about us.

Company SEC Filings	Period
Annual Report on Form 10-K	Year ended March 31, 2012
Current Reports on Form 10-Q	Quarters ended June 30, 2012, September 30,
Current Reports on Form 8-K	As filed on May 3, 2012 (Item 5.02 only), Au 8.01 only), November 26, 2012 and Decembe
Definitive Proxy Statement on Schedule 14A	As filed on July 9, 2012, but only to the exten incorporated by reference into our Annual Re March 31, 2012

We incorporate by reference additional documents that we may file with the Commission between the date of this prospectus supplem of the offering of the notes. These documents include periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form 10 as well as proxy statements. Any report, document, or portion thereof that is furnished to, but not filed with, the Commission is not incorpora contained on our website (www.airgas.com) is not incorporated into this prospectus supplement or the accompanying prospectus.

You can obtain any of the documents incorporated by reference in this document through us, or from the Commission through the Comm Documents incorporated by reference are available from us without charge, excluding any exhibits to those documents unless the exhibit is sp as an exhibit to that document. You can obtain from us the documents incorporated by reference in this prospectus supplement by requesting t following address:

General Counsel's Office
Airgas, Inc.
259 North Radnor-Chester Rd.
Radnor, PA 19087-5283
(610) 687-5253

If you request any incorporated documents from us, we will mail them to you by first class mail, or other means, promptly after we re

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FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein contain ce "forward-looking statements" (as defined in the Private Securities Litigation Reform Act of 1995, and within the meaning of Section 27A of (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Forward-looking statem words "believe," "expect," "anticipate," "intend," "estimate," "target," "may," "will," "would," "plan," "project," "should," "continue" or t expressions, or discussion of future goals or aspirations, which are predictions of or indicate future events and trends and which do not relat supplement, the accompanying prospectus and the documents incorporated by reference herein and therein contain statements that are forward Private Securities Litigation Reform Act of 1995. These statements include, but are not limited to, statements regarding: the Company's bene defined in "Prospectus Supplement Summary") implementation and run-rate operating benefits expected by December 31, 2013; diminished i conversion of the remaining regional distribution company to the SAP platform; SAP implementation costs and depreciation expense; the Co $1.17 to $1.23 per diluted share for the quarter ending March 31, 2013; improvement in the helium supply chain; the time frame to regain los year-over-year headwinds related to helium supply constraints; the Company's expectations of the completion of, and the benefits to be achie and consolidation into four new divisions and estimates of the remaining fiscal 2013 restructuring charges and related costs of approximately our customer segments; expectations for low single digit organic growth for the quarter ending March 31, 2013; the Company's expectation a strategic products; the continued supply of feedstock from a supplier that intends to cease operations of its hydrogen plant in calendar year 20 overall effective income tax rate for fiscal 2013 will range from 37.0% to 37.5% of pre-tax earnings; the Company's belief that it will not ne the U.S.; the Company's intent to permanently reinvest the cash held outside of the U.S. in its foreign operations; the Company's belief that it operations and under its revolving credit facilities to meet its working capital, capital expenditure and other financial commitments; the Com financing on reasonable terms; the Company's future dividend declarations; the Company's ability to manage its exposure to interest rate risk derivatives; the performance of counterparties under interest rate derivative agreements; the Company's estimate that for every 25-basis-poi Offered Rate ("LIBOR"), annual interest expense will increase approximately $2.3 million; the estimate of future interest payments on the Co the estimate of future receipts under interest rate swap agreements; and the Company's exposure to foreign currency exchange fluctuations.

These forward-looking statements involve risks and uncertainties. Factors that could cause actual results to differ materially from thos statement include, but are not limited to: the Company's inability to meet its earnings estimates resulting from lower sales, decreased selling higher operating expenses than those forecasted by the Company; continued or increased disruption in our helium supply chain; weakening of demand for the Company's products; weakening operating and financial performance of the Company's customers, which can negatively impa Company's ability to collect its accounts receivable; changes in the environmental regulations that affect the Company's sales of specialty ga in fiscal 2013 than those estimated by the Company resulting from changes in tax laws and the impact of changes in tax laws on the Company reserves and other estimates; the tax impact in the event that the Company repatriates cash from its foreign operations; increases in debt in fut Company's ability to pay and/or grow its dividend as a result of loan covenant and other restrictions; a decline in demand from markets serv response to the Company's strategic product sales initiatives; a lack of cross-selling opportunities for the Company's strategic products; a la a downturn in certain markets; the negative effect of an

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economic downturn on strategic product sales and margins; the inability of strategic products to diversify against cyclicality; supply shortage
shortage of helium, and the resulting inability of the Company to meet customer gas requirements; customers' acceptance of current prices an
changes in customer buying patterns; a rise in product costs and/or operating expenses at a rate faster than the Company's ability to increase
expenditures than those estimated by the Company; limitations on the Company's borrowing capacity dictated by its existing revolving credit
fluctuations in interest rates; the Company's ability to continue to access credit markets on satisfactory terms; the impact of tightened credit m
the extent and duration of current economic trends in the U.S. economy; higher than expected implementation costs of the SAP system and the
conversion problems related to the SAP system that disrupt the Company's business and negatively impact customer relationships as well as
receivable; the Company's expectation as to completion of the conversion to SAP; the inability to retain employees to be affected by the reor
potential disruption to the Company's business related to the realignment; the impact of the management transition; potential disruption to the
problems associated with acquisitions; the Company's ability to successfully identify, consummate and integrate acquisitions to achieve antic
inability to manage interest rate exposure; higher interest expense than that estimated by the Company due to changes in debt levels or increas
non-performance by counterparties related to interest rate derivatives; the effects of competition on products, pricing and sales growth; chang
producers and name-brand manufacturers and suppliers of hardgoods; changes in customer demand resulting in the inability to meet minimum
supply agreements and the inability to negotiate alternative supply arrangements; and the effects of, and changes in, the economy, monetary an
inflation and monetary fluctuations, both on a national and international basis. The Company does not undertake to update any forward-lookin
made from time to time by or on behalf of the Company.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights selected information about us. It may not contain all of the information that may be important to you notes. You should read this entire prospectus supplement and the accompanying prospectus, including our consolidated financial state with the information incorporated by reference, before making an investment decision. Our fiscal year ends on March 31 and whenev years, we refer to the twelve-month period ending March 31 of such year.

Our Company

We are the largest U.S. distributor of industrial, medical and specialty gases (delivered in "packaged" or cylinder form), and hardg and supplies, with a significant position in the U.S. bulk gas distribution market. We are also a leading U.S. producer of atmospheric gase nitrous oxide, one of the largest U.S. distributors of safety products, and a leading distributor of refrigerants, ammonia products and proce ended March 31, 2012, we had net sales of $4.75 billion, credit serviceable EBITDA of $852.1 million and net income of $313.4 million ended December 31, 2012, we had net sales of $3.69 billion, credit serviceable EBITDA of $681.7 million and net income of $254.7 mil credit serviceable EBITDA to its closest GAAP counterpart in "—Summary Historical Financial Data."

With sales to a wide variety of industry segments and our largest customer accounting for approximately 0.5% of net sales, our rev or small group of customers or industry segments. We market our products and services through multiple sales channels, including branch- stores, strategic customer account programs, telesales, catalogs, eBusiness and independent distributors. Products reach our customers thr than 15,000 employees and approximately 1,100 locations including branches, retail stores, gas fill plants, specialty gas labs, production Our product and service offering, full range of supply modes, national scale and strong local presence offer a competitive edge to our div million customers.

We have two reportable business segments, Distribution and All Other Operations. The Distribution business segment accounted fo consolidated sales for the fiscal year ended March 31, 2012. The Distribution business segment's principal products include industrial, m packaged and bulk quantities, as well as hardgoods. Our air separation facilities and national specialty gas labs primarily produce gases t business segment's business units. Gas sales include nitrogen, oxygen, argon, helium, hydrogen, welding and fuel gases such as acetylene, dioxide, nitrous oxide, ultra high purity grades, special application blends and process chemicals. Business units in the Distribution busin revenue, derived from gas cylinders, cryogenic liquid containers, bulk storage tanks, tube trailers and welding and welding related equipr of the Distribution business segment's sales in fiscal year 2012. Hardgoods consist of welding consumables and equipment, safety produc maintenance, repair and operating supplies. Hardgoods sales represented 42% of the Distribution business segment's sales in fiscal year

The All Other Operations business segment consists of six business units. The primary products manufactured and/or distributed by segment are carbon dioxide, dry ice (solid form of carbon dioxide), nitrous oxide, ammonia and refrigerant gases. The All Other Operatio 10% of our consolidated sales for the fiscal year ended March 31, 2012.

We operate in all 50 U.S. states, Canada and to a lesser extent Mexico, Russia, Dubai and Europe. Our Distribution business segme use facilities consisting of more than 875 branches, approximately 300 cylinder fill plants, 67 regional specialty gas laboratories, 11 natio

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laboratories, one research and development center, two specialty gas equipment centers, 13 acetylene plants and 16 air separation units, a distribution centers, various customer call centers, buying centers and administrative offices. Our All Other Operations business segment throughout the United States, which operate multiple use facilities consisting of approximately 75 branch/distribution locations, eight liqui production facilities, and three nitrous oxide production facilities.

Our industry has three principal modes of gas distribution: on-site or pipeline supply, bulk or merchant supply, and cylinder or pac primarily been on packaged gas distribution, supplying customers with gases in cylinders, liquid dewars, and less than truck-load bulk qu distributors also sell welding hardgoods. We believe the U.S. market for packaged gases and welding hardgoods to be approximately $13

Recent Developments

Stock Repurchase Program

On October 23, 2012, we announced a program to repurchase up to $600 million of our outstanding shares of common stock. At De available for additional share repurchases under the program. We may repurchase shares from time to time for cash in open market transac transactions in accordance with applicable federal securities laws. We will determine the timing and the amount of any repurchases based conditions, share price and other factors. The stock repurchase program has no pre-established closing date and may be suspended or disc Proceeds."

Our Strategy

Our primary objective is to maximize shareholder value by driving market-leading sales growth through core and strategic product infrastructure and customer base, by pursuing acquisitions in our core business and in adjacent businesses, by providing outstanding custo operational efficiencies. To meet this objective, we are focusing on:

- a customer-centric sales and marketing alignment that provides leadership and strategic support throughout all sales channel program, allowing us to leverage our unique combination of products, application technology and service, as well as our un
- strategic product offerings with strong growth profiles due to favorable customer segments, application development, increa strong cross-selling opportunities, or a combination thereof (e.g., bulk gases, specialty gases, medical products, carbon diox
- enhanced training, tools and resources for all associates, including installing a new enterprise information system ("SAP");
- the alignment of our twelve regional distribution companies into four new divisions, the consolidation of our regional comp administrative functions into four newly created Business Support Centers ("BSCs") and a related change in our legal entity effectively utilize our resources across regional company boundaries and to form an operating structure that will help levera platform;
- reducing costs associated with production, cylinder maintenance and distribution logistics; and
- acquisitions to complement and expand our business and to leverage our significant national platform.

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Corporate Information

Our executive offices are located at 259 North Radnor-Chester Road, Suite 100, Radnor, Pennsylvania 19087-5283, and our teleph
common stock is listed under the symbol “ARG” on the New York Stock Exchange.

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The Offering

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject exceptions. For a more detailed description of the terms and conditions of the notes, see the section entitled "Description of the Notes

Issuer	Airgas, Inc.
Notes Offered	We are offering $325 million aggregate principal amount of 1.650% not aggregate principal amount of 2.375% notes due 2020.
Maturity	The 2018 notes will mature on February 15, 2018 and the 2020 notes w
Further Issuances	We may create and issue additional notes of either series ranking equall series in all respects (except for the public offering price, issue date, th applicable, the initial interest payment date), so that such additional not single series with the notes of such series, including for purposes of vot
Interest	The 2018 notes will bear interest at 1.650% per year and the 2020 note year.
Interest Payment Dates	February 15 and August 15 of each year, commencing August 15, 2013.
Ranking	The notes: • are unsecured; • rank equally with all our existing and future unsecured and unsubo • are senior to any subordinated indebtedness from time to time outs • are effectively subordinated to any of our secured indebtedness fro extent of the value of the assets securing such indebtedness; and • are structurally subordinated to all existing and future indebtednes subsidiaries. As of December 31, 2012, after giving effect to this offering, and the us indebtedness of approximately $2.61 billion (excluding intercompany li indebtedness ranks equally with the notes. In addition, as of December approximately $1.7 billion of liabilities (excluding intercompany liabil to the notes (of which $49 million consisted of debt for borrowed mone indebtedness under our trade receivables securitization facility).

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Optional Redemption	We may redeem, at our option, at any time and from time to time prior t each series, in whole or in part as described in the section entitled "De Redemption."
Change of Control Triggering Event	Upon a Change of Control Triggering Event (as defined in "Description Triggering Event"), you will have the right to require us to repurchase y repurchase price equal to 101% of the principal amount of the notes rep interest to the date of repurchase.
Covenants	The indenture under which the notes will be issued contains covenants restrict our ability, with certain exceptions, to: • incur liens; • engage in sale/leaseback transactions; and • merge or consolidate with another entity.
Use of Proceeds	We anticipate that we will receive approximately $594.7 million in net notes, after deducting the underwriting discount and other estimated exp We intend to use the net proceeds from the sale of the notes for general fund acquisitions, to repay indebtedness under our commercial paper pr pursuant to our stock repurchase program. Initially, we expect to use the under our commercial paper program. See "Use of Proceeds" in this pr
Risk Factors	See "Risk Factors" and other information included or incorporated by r supplement and the accompanying prospectus for a discussion of factors before investing in the notes.

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Summary Historical Financial Data

We derived the summary consolidated historical financial data shown below from our historical consolidated financial statements. financial data as of March 31, 2011 and 2012 and for the years ended March 31, 2010, 2011 and 2012 are derived from our audited conso incorporated by reference in this prospectus supplement. The consolidated historical financial data as of December 31, 2012 and for the n 2011 and 2012 are derived from the unaudited consolidated financial statements incorporated by reference in this prospectus supplement. consolidated historical financial data together with "Management's Discussion and Analysis of Financial Condition and Results of Operat statements and related notes in our Annual Report on Form 10-K for the fiscal year ended March 31, 2012 and our Quarterly Report on Fo December 31, 2012, which are incorporated by reference herein.

	Year Ended March 31,		
	2012	2011	2010
		(in thousands)	
Statement of Earnings Data:			
Net sales	$4,746,283	$4,251,467	$3,875,153
Cost of products sold (excluding depreciation expense)	2,175,430	1,913,280	1,727,920
Selling, distribution and administrative expenses	1,727,769	1,574,072	1,489,305
Restructuring and other special charges	24,448		
Costs (benefits) related to unsolicited takeover attempt	(7,870)	44,406	23,435
Depreciation	245,076	225,383	212,718
Amortization	25,209	25,135	22,231
Operating income	556,221	469,191	399,544
Interest expense, net	(66,337)	(60,054)	(63,310)
Discount on securitization of trade receivables	—	—	(5,651)
Losses on the extinguishment of debt	—	(4,162)	(17,869)
Other income, net	2,282	1,958	1,332
Earnings before income taxes	492,166	406,933	314,046
Income taxes	(178,792)	(156,669)	(117,780)
Net earnings	$ 313,374	$ 250,264	$ 196,266
Cash Flow Statement Data:			
Capital expenditures	$ (356,514)	$ (256,030)	$ (252,828)
Net cash provided by operating activities	506,406	275,301	600,047
Net cash used in investing activities	(502,094)	(261,767)	(322,281)
Net cash used in financing activities	(16,867)	(3,317)	(277,953)

	As of M
	2012
Balance Sheet Data:	
Plant and equipment, net	$ 2,616,059
Total assets	5,320,585
Current portion of long-term debt	10,385

Long-term debt, excluding current portion	1,761,902
Total debt	2,160,739
Total stockholders' equity	1,750,258

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Reconciliation of Credit Serviceable EBITDA

We define credit serviceable EBITDA as operating income before stock-based compensation expense, depreciation and amortizati EBITDA provides investors meaningful insight into our ability to generate cash from operations to support required working capital, capi other financial obligations, as well as to fund future acquisitions. Credit serviceable EBITDA is not a measure of performance under GA serviceable EBITDA may vary from others in our industry. You should not consider credit serviceable EBITDA as an alternative to opera measure of our operating performance or to net cash provided by operating activities as a measure of our liquidity. Credit serviceable EB an analytical tool, and you should not consider it in isolation, or as a substitute for analysis of our results as reported under GAAP. For ex

- does not reflect our cash expenditures or requirements for capital expenditures or capital commitments;
- does not reflect changes in, or cash requirements for, our working capital needs; and
- does not reflect any costs related to the current or future replacement of assets being depreciated and amortized.

The following table provides a reconciliation of operating income to credit serviceable EBITDA to net cash provided by op

	Year Ended March 31,		
	2012	2011	
Operating income	$ 556.2	$ 469.2	$
Add:			
Depreciation and amortization	270.3	250.5	
Stock-based compensation expense	25.6	23.7	
Credit serviceable EBITDA	$ 852.1	$ 743.4	$
Sources (uses) of cash excluded from credit serviceable EBITDA, included in net cash provided by operating activities:			
Interest expense, net	(66.3)	(60.1)	
Impairment	4.3	—	
Current income taxes	(110.2)	(87.0)	
Other income, net	2.3	2.0	
Loss (gain) on sale of PP&E and businesses	0.2	1.0	
Cash used in changes in assets and liabilities	(176.0)	(324.0)	
Net cash provided by operating activities	$ 506.4	$ 275.3	$

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Ratio of Earnings to Fixed Charges

Set forth below is information concerning our ratio of earnings to fixed charges on a consolidated basis for the periods indicated. T has been computed by dividing "earnings available for fixed charges" by "fixed charges." For purposes of computing this ratio, "earnings principally consists of (i) earnings before income taxes and minority interest, plus (ii) fixed charges. "Fixed charges" principally consists of rental expense that is representative of the interest factor.

	Nine Months Ended December 31, 2012	2012	201
Ratio of Earnings to Fixed Charges	6.28x	5.76x	5.1

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RISK FACTORS

Any investment in the notes involves a high degree of risk. You should carefully consider the risks described below, as well as thos our Annual Report on Form 10-K for the year ended March 31, 2012 and our Quarterly Reports on Form 10-Q for the fiscal quarters en 2012 and December 31, 2012, each incorporated by reference herein, before making a decision to invest in the notes. Some of these facto The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not presently known to us may also have a material adverse effect on our business and operations.

If any of the matters included in the following risks were to occur, our business, financial condition, results of operations, cash fl adversely affected. In such case, you may lose all or part of your original investment.

Risks Relating to Investment in the Notes

Investors may find it difficult to trade the notes.

The notes are new issues of securities with no established trading market. We do not intend to apply for listing of the notes on any sec underwriters have informed us that they intend to make a market in the notes, they are under no obligation to do so and may discontinue any m without notice. Any such market making will be subject to the limitations imposed by the Securities Act and the Exchange Act.

We also cannot assure you that you will be able to sell your notes at a particular time or that the prices that you receive when you sell assure you as to the level of liquidity of the trading market for the notes. Future trading prices of the notes will depend on many factors, inclu

- our operating performance, prospects and financial condition or the operating performance, prospects and financial condition
- the interest of securities dealers in making a market for the notes; and
- the market for similar securities.

It is possible that the market for the notes will be subject to disruptions. Any disruptions may have a negative effect on the holders of and financial performance.

Changes in credit ratings issued by nationally recognized statistical rating organizations could adversely affect our cost of financing a securities.

Credit rating agencies rate our debt securities on factors that include our operating results, actions that we take, their view of the gene view of the general outlook for the economy. Actions taken by the rating agencies can include maintaining, upgrading or downgrading the cur for possible future downgrading. Downgrading the credit rating of our debt securities or placing us on a watch list for possible future downg of financing, including resulting in an increase to the interest rate applicable to borrowings under our Credit Facility, limit our access to the c effect on the market price of our securities.

We may not have sufficient funds to purchase the notes upon a change of control triggering event.

If there is a change of control triggering event under the terms of the indenture governing the notes, each holder of notes may require u notes at a purchase price equal to 101% of the

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principal amount thereof, plus accrued and unpaid interest to the date of repurchase. In order to purchase any outstanding notes, we might hav indebtedness, which we might not be able to do. Even if we were able to refinance our other indebtedness, any financing might be on terms u Credit Facility provides that the occurrence of certain kinds of change of control events will constitute a default thereunder. We cannot assure ability to purchase outstanding notes upon the occurrence of a change of control. See “Description of the Notes—Change of Control Triggerin

The assets of our subsidiaries may not be available to make payments on the notes.

We are a holding company and our assets consist primarily of direct and indirect ownership interests in, and our business is conducte subsidiaries. We rely primarily on dividends or other distributions from our subsidiaries to meet our obligations for payment of principal and obligations and corporate expenses. Consequently, our ability to repay our debt, including the notes, depends on the earnings of our subsidiar funds from our subsidiaries through dividends or other payments or distributions. The ability of our subsidiaries to pay dividends, repay inte to us is subject to restrictions imposed by applicable laws (including bankruptcy laws), tax considerations and the terms of agreements gover subsidiaries in particular may be subject to currency controls, repatriation restrictions, withholding obligations on payments to us and other l from our subsidiaries, we may be unable to pay interest or principal on the notes when due.

In the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, holders of their indebtedness and other liabilities other obligations, including any preferred stock, will be entitled to payment of their claims from the assets of those subsidiaries before any as distribution to us. As a result, the notes are effectively subordinated to all of the liabilities of our subsidiaries which, as of December 31, 20 (of which $49 million consisted of debt for borrowed money and $295 million reflected indebtedness under our trade receivables securitizat

The instruments governing our indebtedness do not limit our acquisitions and may allow us to incur additional indebtedness in relation

We have historically expanded our business through acquisitions. A part of our business strategy is to continue to grow through acquis distribution network. During fiscal 2012, we completed eight acquisitions, and through December 31 2012, completed fifteen acquisitions in the notes, and the terms of our other indebtedness, do not limit the number or scale of acquisitions that we may complete. Because the consum of acquired businesses involves significant risk, this means that holders of the notes will be subject to the risks inherent in our acquisition str

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USE OF PROCEEDS

We anticipate that we will receive approximately $594.7 million in net proceeds from the offering of the notes, after deducting the und expenses of the offering payable by us. We intend to use the net proceeds from the sale of the notes for general corporate purposes, including indebtedness under our commercial paper program and to repurchase shares pursuant to our stock repurchase program. Initially, we expect to indebtedness under our commercial paper program.

As of December 31, 2012, $284 million was outstanding under our commercial paper program. At December 31, 2012, the average e borrowings was 0.48% and the weighted average life to maturity was 32 days.

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CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2012, and as adjusted to give effect to the sale of the notes in this proceeds therefrom, as described in this prospectus supplement under "Use of Proceeds." You should read this table in conjunction with "Us financial statements and related notes incorporated by reference in this prospectus supplement and the accompanying prospectus. The as adju of our cash, debt and capitalization in the future.

Capitalization

Cash	
Debt (including short-term and current portion of long-term):	
Money market loans	
Commercial paper	
Revolving credit borrowings [2]	
Other long-term debt	
Trade receivables securitization [3]	
Senior Notes due 2013 [4]	
Senior Notes due 2014 [4]	
Senior Notes due 2015 [4]	
Senior Notes due 2016 [4]	
Senior Notes due 2018 offered hereby [4]	
Senior Notes due 2020 offered hereby [4]	
Senior Notes due 2022 [4]	
Total senior debt	
Senior Subordinated Notes due 2018 [4]	
Total debt	
Total stockholders' equity	
Total capitalization	

(1) As adjusted for this offering and the use of proceeds therefrom.
(2) Consists of borrowings outstanding under our Credit Facility of $38.8 million and borrowings outstanding under our French revolving $7.3 million), which is outside of our Credit Facility. The totals described above do not include $51 million in outstanding letters of c
(3) Reflects $295 million of receivables sold under our $295 million trade receivables securitization facility. Under the facility, trade rec through a bankruptcy-remote special purpose entity, which is consolidated for financial reporting purposes.
(4) Represents the outstanding principal amount thereof.

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DESCRIPTION OF OTHER OBLIGATIONS

Commercial Paper

The Company participates in a $750 million commercial paper program supported by its $750 million revolving credit facility (see b Company to obtain favorable short-term borrowing rates with maturities that may vary, but will generally not exceed 90 days from the date o proceeds from the commercial paper program to pay down amounts outstanding under its revolving credit facility and for general corporate p million was outstanding under the commercial paper program and the average effective interest rate on these borrowings was 0.48% and the 32 days.

Senior Credit Facility

On July 19, 2011, we amended and restated our five-year $750 million revolving credit facility (the "Credit Facility"). The Credit Fa dollar revolving credit line, with a $65 million dollar letter of credit sublimit and a $50 million dollar swingline sublimit, and a $100 millio currency revolving credit line. The maturity date of the revolving credit lines is July 19, 2016. Under circumstances described in the Credit F be increased by an additional $325 million, provided that the multi-currency revolving credit line may not be increased by more than an addi

The U.S. dollar revolving credit line and the multi-currency revolving credit line may bear interest at either a eurocurrency rate (the " applicable margin or, in the case of U.S. dollar-denominated borrowings, a U.S. base rate (the "U.S. Base Rate") plus an applicable margin. British Bankers Association LIBOR Rate and is subject to adjustment for reserve requirements and mandatory costs. The U.S. Base Rate is e Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A. a Eurocurrency Rate plus 1.0% per annum. The applicable margin is determined with reference to the credit rating of our non-credit enhanced, of December 31, 2012, the U.S. dollar revolver borrowings bear interest at the Eurocurrency Rate plus 125 basis points. As of December 31 bears interest based on a spread of 125 basis points over the Eurocurrency Rate plus mandatory costs applicable to each foreign currency bo the average effective interest rate on the multi-currency revolver was 1.62%. There were no borrowings under the U.S. dollar revolver at De

A commitment fee payable on the actual daily unused portion of the credit facility is determined with reference to the credit rating of unsecured long-term debt. As of December 31, 2012, the commitment fee was equal to 0.20% per annum. Swingline loans are not considered purposes of this calculation.

The Credit Facility contains customary affirmative and negative covenants, including a financial covenant whereby the ratio of funded EBITDA may be no greater than 3.5 to 1.0. The Credit Facility contains certain customary events of default, including, without limitation, fai covenants, breaches of representations and warranties, certain monetary judgments and bankruptcy and ERISA events. The Credit Facility als whereby a default under the senior and senior subordinated notes discussed below or the notes offered hereby would likely result in a defaul of default, repayment of borrowings under the Credit Facility may be accelerated.

As of December 31, 2012, the Company had $39 million of borrowings under the Credit Facility, all of which were under the multi-cu had outstanding letters of credit of $51 million issued under the Credit Facility.

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The Company also maintains a committed revolving line of credit of up to €8 million (U.S. $10.6 million) to fund its operations in Fra borrowings are outside of the Credit Facility. On November 15, 2012, this revolving line of credit was extended from December 31, 2012 to French revolving credit borrowings were €5.6 million (U.S. $7.3 million) and are classified as long-term debt on the Company's Consolidat interest rates on the French revolving credit borrowings are based on the eurocurrency rate plus an applicable rate determined with reference enhanced, senior unsecured long-term debt. As of December 31, 2012, the effective interest rate on the French revolving credit borrowings w

Money Market Loans

The Company has an agreement with a financial institution that provides access to short-term advances not to exceed $35 million. On was extended and now expires on January 1, 2014. The agreement may be extended subject to renewal provisions contained in the agreement months with rates at a fixed spread over the corresponding LIBOR. At December 31, 2012, there were no advances outstanding under the agr

The Company also has an agreement with another financial institution that provides access to additional short-term advances not to ex July 31, 2013, but may be extended subject to renewal provisions contained in the agreement. The advances are generally overnight or for up interest rate of an advance are established through mutual agreement with the financial institution when the Company requests such an advanc no advances outstanding under the agreement.

Senior Notes

On November 26, 2012, the Company issued $250 million of 2.90% senior notes maturing on November 15, 2022 (the "2022 Notes") discount and yield 2.913%. The net proceeds from the sale of the 2022 Notes were used for general corporate purposes, including to fund ac the Company's commercial paper program and repurchase shares pursuant to the Company's stock repurchase program. Interest on the 2022 N May 15 and November 15 of each year, commencing May 15, 2013.

At December 31, 2012, the Company had $250 million of 2.95% senior notes due June 15, 2016 (the "2016 Notes") outstanding. The with a yield of 2.980%. Interest on the 2016 Notes is payable semi-annually on June 15 and December 15 of each year. Additionally, the Com 2016 Notes prior to their maturity, in whole or in part, at 100% of the principal plus any accrued but unpaid interest and applicable make-wh

At December 31, 2012, the Company had $250 million of 3.25% senior notes due October 1, 2015 (the "2015 Notes") outstanding. T discount and yield 3.283%. Interest on the 2015 Notes is payable semi-annually on April 1 and October 1 of each year. Additionally, the Com 2015 Notes prior to their maturity, in whole or in part, at 100% of the principal plus any accrued but unpaid interest and applicable make-wh

At December 31, 2012, the Company had $400 million of 4.50% senior notes due September 15, 2014 (the "2014 Notes") outstanding discount and yield 4.527%. Interest on the 2014 Notes is payable semi-annually on March 15 and September 15 of each year. Additionally, th the 2014 Notes prior to their maturity, in whole or in part, at 100% of the principal plus any accrued but unpaid interest and applicable make

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At December 31, 2012, the Company had $300 million of 2.85% senior notes due October 1, 2013 (the "2013 Notes") outstanding. T discount and yield 2.871%. Interest on the 2013 Notes is payable semi-annually on April 1 and October 1 of each year. Additionally, the Cor 2013 Notes prior to their maturity, in whole or in part, at 100% of the principal plus any accrued but unpaid interest and applicable make-wh the 2013 Notes were reclassified to the "Current portion of long-term debt" line item on the Company's Consolidated Balance Sheet based o

The 2013 Notes, 2014 Notes, 2015 Notes, 2016 Notes and 2022 Notes contain covenants that restrict the incurrence of liens and limit

Senior Subordinated Notes

At December 31, 2012, the Company had $215 million of 7.125% senior subordinated notes maturing October 1, 2018 (the "2018 Sub 2018 Subordinated Notes bear interest at a fixed annual rate of 7.125%, payable semi-annually on October 1 and April 1 of each year. The 2 redemption provision, which permits the Company, at its option, to call the 2018 Subordinated Notes at scheduled dates and prices. The first October 1, 2013 at a price of 103.563% of the principal amount.

Other Long Term Debt

The Company's other long-term debt primarily consists of vendor financing of rental welders, capitalized lease obligations and notes acquired, which are repayable in periodic installments. At December 31, 2012, other long-term debt totaled $2.9 million with an average int average maturity of approximately one year.

Trade Receivables Securitization

The Company participates in a securitization agreement (the "Securitization Agreement") with three commercial banks to which it sel revolving basis. The Company's sale of qualified trade receivables is accounted for as a secured borrowing under which qualified trade rec borrowed from the commercial banks. Trade receivables that collateralize the Securitization Agreement are held in a bankruptcy-remote spe consolidated for financial reporting purposes and represents the Company's only variable interest entity. Qualified trade receivables in the a under the Securitization Agreement are not available to the general creditors of the Company. The maximum amount of the Securitization Agr interest at approximately LIBOR plus 75 basis points. On December 5, 2012, the Company entered into the Third Amendment to the Securiti expiration date of the Securitization Agreement from December 21, 2013 to December 4, 2015. At December 31, 2012, the amount of outstan Securitization Agreement has been classified as long-term debt on the Consolidated Balance Sheet. Amounts borrowed under the Securitizati based on the Company's funding requirements and the level of qualified trade receivables available to collateralize the Securitization Agree contains customary events of termination, including standard cross default provisions with respect to outstanding debt. The amount of outstan Securitization Agreement at December 31, 2012 was $295 million.

Interest Rate Derivatives

The Company manages its exposure to changes in market interest rates. The Company's involvement with derivative instruments is lim rate swap agreements used to manage well-defined interest rate risk exposures and (b) treasury rate lock agreements used to fix the interest r

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forecasted debt issuances. The Company monitors its positions and credit ratings of its counterparties and does not anticipate non-performan swap and treasury rate lock agreements are not entered into for trading purposes. At December 31, 2012, the Company was party to a total of with an aggregate notional amount of $300 million. These variable interest rate swaps effectively convert the Company's $300 million of fixe debt. At December 31, 2012, these swap agreements required the Company to make variable interest payments based on a weighted average fixed interest payments from the counterparties based on a fixed rate of 2.85%. The maturity of these fair value swaps coincides with the mat 2013.

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DESCRIPTION OF THE NOTES

Airgas will issue senior notes due 2018 (the "2018 notes") and senior notes due 2020 (the "2020 notes" and together with the 2018 n series, under an Indenture, dated as of May 27, 2010, between itself and U.S. Bank National Association, as trustee, as supplemented by a su February 14, 2013 with respect to the notes of each series, between Airgas and U.S. Bank National Association, as trustee (the "Supplementa all references to the "Indenture" mean the Indenture as supplemented by the Supplemental Indenture. The terms of the notes include those stat of the Indenture by reference to the Trust Indenture Act of 1939.

The following description is a summary of the material provisions of the Indenture and should be read in connection with the summary Debt Securities" in the accompanying prospectus. It does not restate that agreement in its entirety. We urge you to read the Indenture because your rights as holders of the notes. Copies of the Indenture are available by writing to Airgas, Inc., 259 North Radnor-Chester Road, Suite 10 Attn: General Counsel. In this description, "Airgas," "we," "us" and "our" refers only to Airgas, Inc. and not to any of our subsidiaries. You used in this description under the subheading "Covenants—Definitions." Certain defined terms used in this description but not defined below the meanings assigned to them in the Indenture.

Maturity, Principal and Interest

The 2018 notes will mature on February 15, 2018 and will be issued in an initial aggregate principal amount of $325 million. The 20 2020 and will be issued in an initial aggregate principal amount of $275 million. Notes will be issued in minimum denominations of $2,000 excess thereof.

Each note will bear interest at the applicable rate described on the cover page from February 14, 2013 or from the most recent interes been paid, payable semiannually in arrears on February 15 and August 15 of each year, commencing August 15, 2013. We will pay interest to any predecessor note) is registered at the close of business on the February 1 or August 1 immediately preceding the relevant interest payme the basis of a 360-day year comprised of twelve 30-day months.

If any interest payment date, redemption date or maturity date is not a business day, the payment otherwise required to be made on suc business day without any additional payment as a result of such delay.

Further Issuances of the Notes

We may create and issue additional notes of either series ranking equally and ratably with the notes of such series in all respects (exc date, the initial interest accrual date and, if applicable, the initial interest payment date), so that such additional notes shall be consolidated a of such series, including for purposes of voting and redemptions. Additional notes of the same class and series of either series of notes may b time to time, without notice to or the consent of the existing holders of the notes of such series, provided that if such additional notes are not f same series for U.S. federal income tax purposes, such additional notes will have a separate CUSIP number.

Ranking

The notes will be our general unsecured senior obligations and will rank equally with all of our other unsecured and unsubordinated i outstanding. The notes will be senior to any of our subordinated indebtedness from time to time outstanding and will rank junior to our secure

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time to time outstanding to the extent of the value of the assets securing such indebtedness. The notes will also be effectively junior in right o liabilities, including trade payables, of our subsidiaries.

Optional Redemption

The notes of each series will be redeemable, as a whole or in part, at our option, at any time or from time to time. If the notes of eithe that is one month prior to the maturity date of the notes of such series, such notes may be redeemed by us at a redemption price equal to the gr

(1) 100% of the principal amount of the notes to be redeemed, and

(2) as determined by the Reference Treasury Dealer, the sum of the present values of the remaining scheduled payments of prin redeemed discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) 12.5 basis points with respect to the 2018 notes and at the applicable Treasury Rate, plus 15.0 basis points with respect to the 2020 n

If the notes of either series are redeemed on or after the date that is one month prior to the maturity date of the notes of such series, suc redemption price equal to 100% of the principal amount of the notes to be redeemed.

In each case, accrued and unpaid interest will be payable to the redemption date and the principal amount of any note remaining outsta $2,000 and any integral multiple of $1,000 in excess thereof.

Holders of notes to be redeemed will receive notice thereof by first class mail at least 30 days and not more than 60 days before the d all of the notes of a series are to be redeemed, the trustee will select, at least 30 days and not more than 60 days prior to the redemption date, portions thereof for redemption from the outstanding notes of such series not previously called by such method as the trustee deems fair and a

On and after the redemption date, interest will cease to accrue on the notes of the applicable series or any portion of the notes of such we default in the payment of the redemption price and accrued interest. On or before the redemption date, we will deposit with a paying agen pay the redemption price of and accrued interest on the notes to be redeemed on that date.

“Comparable Treasury Issue” means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity co (“Remaining Life”) of the applicable series of notes to be redeemed that would be utilized, at the time of selection and in accordance with cu new issues of corporate debt securities of comparable maturity to the remaining term of such applicable series of notes.

“Comparable Treasury Price” means, with respect to any redemption date, (1) the average of five Reference Treasury Dealer Quotati excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five s Quotations, the average of all such quotations.

“Independent Investment Banker” means any of Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated or Wells by us, and their respective successors, or if all of such firms are unwilling or unable to select the Comparable Treasury Issue, an independen national standing appointed by us.

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"Reference Treasury Dealer" means (1) each of Goldman, Sachs & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and a Pr herein) selected by Wells Fargo Securities, LLC and their respective successors, provided, however, that if any of the foregoing shall cease t securities dealer in New York City (a "Primary Treasury Dealer"), we will substitute for such bank another Primary Treasury Dealer and (2) selected by the Independent Investment Banker after consultation with us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the averag Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal an Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the imm the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury Co corresponding to the applicable Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life, yields f closely corresponding to the applicable Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapo line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the cal yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the applicable Comparable Treasury Issue, calculated usin Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for such r will be calculated on the third business day preceding the redemption date.

Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, unless we have exercised our right to redeem the notes of a series as de Redemption," each holder of notes of such series will have the right to require us to purchase all or a portion (equal to $2,000 and any integr thereof) of such holder's notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price equal to 101% of t accrued and unpaid interest, if any, to the date of repurchase (the "Change of Control Payment"), subject to the rights of holders of notes on th interest due on the relevant interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurs or, at our option, prior to any Change of announcement of the pending Change of Control, we will be required to send, by first class mail, a notice to each holder of notes, with a copy govern the terms of the Change of Control Offer. Such notice will state, among other things, the purchase date, which must be no earlier than 3 date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date"). The notice, if mailed prior to the d Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of

On the Change of Control Payment Date, we will, to the extent lawful, (1) accept or cause a third party to accept for payment all notes pursuant to the Change of Control Offer; (2) deposit or cause a third party to deposit with the paying agent an amount equal to the Change of C or portions of notes properly tendered; and (3) deliver or cause to be delivered to the trustee the notes accepted together with an officers' ce amount of notes or portions of notes being repurchased.

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We will not be required to make a Change of Control Offer with respect to the notes of the applicable series if a third party involved i makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by us and such third series properly tendered and not withdrawn under its offer.

We will comply in all material respects with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Triggering Event. such securities laws or regulations conflict with the Change of Control Offer provisions of the notes, we will comply with those securities la deemed to have breached our obligations under the Change of Control Offer provisions of the notes by virtue of any such conflict.

For purposes of the foregoing discussion of a Change of Control Offer, the following definitions are applicable:

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calcu particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownersh has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon t condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one all or substantially all of the properties or assets of Airgas and its Subsidiaries taken as a whole to any "person" (as that term is used Act) other than a Principal or a Related Party of a Principal;

(2) the adoption of a plan relating to the liquidation or dissolution of Airgas;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that than a Principal and its Related Parties, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock o rather than number of shares;

(4) Airgas consolidates with, or merges with or into, any Person (other than a Principal or a Related Party of a Principal), or a Related Party of a Principal) consolidates with, or merges with or into, Airgas, in any such event pursuant to a transaction in which ar Airgas or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction wher Airgas outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting St immediately after giving effect to such transaction; or

(5) the first day on which a majority of the members of the board of directors of Airgas are not Continuing Directors.

"Change of Control Triggering Event" means, with respect to the notes of a series, the notes of such series cease to be rated Investmen Agencies on any date during the period (the "Trigger Period") commencing 60 days prior to the first public announcement by us of any Chang Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consumm long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change). Notwithstanding the foregoing, no will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually be

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"Continuing Directors" means, as of any date of determination, any member of the board of directors of Airgas who:

(1) was a member of such board of directors on the date of this prospectus supplement;

(2) was nominated for election or elected to such board of directors with the approval of a majority of the Continuing Director directors at the time of such nomination or election; or

(3) is a designee of a Principal or was nominated by a Principal.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's) a (or its equivalent under any successor rating category of S&P), and the equivalent investment grade credit rating from any replacement rating us under the circumstances permitting us to select a replacement agency and in the manner for selecting a replacement agency, in each case as Agency."

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organi government or any agency or political subdivision thereof or any other entity.

"Principal" means Peter McCausland (and in the event of his incompetence or death, his estate, heirs, executor, administrator, commit (collectively, "heirs")) or any Person controlled, directly or indirectly, by Peter McCausland or his heirs.

"Rating Agency" means each of Moody's and S&P; provided, that if Moody's or S&P ceases to rate the notes of a series or fails to m publicly available for reasons outside our control, we may appoint another "nationally recognized statistical rating organization" within the m Exchange Act as a replacement for such Rating Agency; provided, that we shall give notice of such appointment to the trustee.

"Related Party" means:

(1) any immediate family member (in the case of an individual) of the Principal; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially interest of which consist of the Principal.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

"Voting Stock" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote genera directors of such Person.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other dispo the properties or assets of Airgas, Inc. and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the ph precise, established definition of the phrase under applicable law. Accordingly, the applicability of the requirement that we offer to repurcha transfer, conveyance or other disposition of less than all of the assets of Airgas, Inc. and its Subsidiaries taken as a whole to another Person

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In addition, under a recent Delaware Chancery Court interpretation of a change of control repurchase requirement with a continuing d may approve a slate of shareholder nominated directors without endorsing them or while simultaneously recommending and endorsing its ow interpretation would permit our Board of Directors to approve a slate of directors that included a majority of dissident directors nominated p ultimate election of such dissident slate would not constitute a "Change of Control Triggering Event" that would trigger your right to require described above.

Covenants

Restrictions on Liens

We will not, and will not permit any Restricted Subsidiary to, Incur any Indebtedness secured by any Lien on any shares of stock, Inde Restricted Subsidiary or any Principal Property of ours or a Restricted Subsidiary, whether such shares of stock, Indebtedness or other oblig Property is owned at the date of the Indenture or thereafter acquired, without in any such case effectively providing that all the notes will be with such Lien.

These restrictions do not apply to:

(1) the Incurrence of any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Prope Indenture (including acquisitions by way of merger or consolidation) by us or a Restricted Subsidiary contemporaneously with such a thereafter, to secure or provide for the payment or financing of any part of the purchase price thereof, or the assumption of any Lien up or other obligations of a Subsidiary or any Principal Property acquired after the date of the Indenture existing at the time of such acqui of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property subject to any Lien without the assumption there referred to in this clause (1) shall attach only to the shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal improvements thereon;

(2) any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property existing on the

(3) any Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property in favor of Air

(4) any Lien on Principal Property being constructed or improved securing loans to finance such construction or improvements

(5) any Lien in favor of the United States of America or any State, or in favor of any department, agency or instrumentality or p other country or any political subdivision of a foreign country, the purpose of which is to secure partial, progress, advance or other pa

(6) any Lien imposed by law, for example mechanics', workmen's, repairmen's or other similar Liens arising in the ordinary c

(7) any pledges or deposits under workmen's compensation or similar legislation or in certain other circumstances;

(8) any Lien in connection with legal proceedings;

(9) any Lien for taxes or assessments;

(10) any Lien to secure the performance of bids, tenders, letters of credit, contracts (other than contracts for the payment of ind obligations, surety, customs, appeal, performance and payment bonds and other obligations of like nature, in each such case arising in

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(11) any renewal of or substitution for any Lien permitted by any of the preceding clauses (1) through (4), provided, in the case (2) or (4), the debt secured is not increased nor the Lien extended to any additional assets.

Notwithstanding the foregoing, we or any Restricted Subsidiary may create or assume Liens in addition to those permitted by clauses replace such Liens, provided that at the time of such creation, assumption, renewal, extension or replacement of such Lien, and after giving e Indebtedness secured by Liens Incurred pursuant to this paragraph, together with the total outstanding Attributable Debt Incurred in connectio transactions entered into pursuant to the provisions of the Indenture described below in the last paragraph under "—Covenants—Limitation o does not exceed 10% of Consolidated Net Tangible Assets.

For the purposes of this "Restrictions on Liens" covenant and the "Limitation on Sale and Leaseback Transactions" covenant, the givi Lien on any shares of stock, Indebtedness or other obligations of a Subsidiary or any Principal Property, and the creation of a Lien on any sha obligations of a Subsidiary or any Principal Property to secure Indebtedness that existed prior to the creation of such Lien, shall be deemed t in an amount equal to the principal amount guaranteed or secured by such Lien.

Given the size of our operations, at any given time we expect to have very few or no Principal Properties and, accordingly, very few

Limitation on Sale and Leaseback Transactions

We will not, and will not permit any Restricted Subsidiary to, sell or transfer, directly or indirectly, except to us or a Restricted Subsi entirety, or any substantial portion thereof, with the intention of taking back a lease of such property, except a lease for a period of three years intended that the use of such property by the lessee will be discontinued; provided that, notwithstanding the foregoing, we or any Restricted S Property and lease it back for a longer period:

(1) if we or such Restricted Subsidiary would be entitled, pursuant to the provisions of the Indenture described above under "- mortgage on the property to be leased securing Funded Debt in an amount equal to the Attributable Debt with respect to such sale and and ratably securing the outstanding notes;

(2) if we promptly inform the trustee of such transaction, the net proceeds of such transaction are at least equal to the fair mark resolution) of such property, and we cause an amount equal to the net proceeds of the sale to be applied to the retirement, within 180 Funded Debt Incurred or assumed by us or a Restricted Subsidiary (including the notes); or

(3) if we, within 180 days after the sale or transfer, apply or cause a Restricted Subsidiary to apply an amount equal to the gre transfer or the fair market value of the Principal Property (or portion thereof) so sold and leased back at the time of entering into such either case as determined by board resolution) to purchase other Principal Property having a fair market value at least equal to the fai Property (or portion thereof) sold or transferred in such sale and leaseback transaction.

Notwithstanding the foregoing, we or any Restricted Subsidiary may enter into sale and leaseback transactions in addition to those pe without any obligation to retire any outstanding notes or other Funded Debt, provided that at the time of entering into such sale and leaseback thereto, the total outstanding Attributable Debt Incurred pursuant to this

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paragraph, together with any of the total outstanding Indebtedness secured by Liens created, assumed or otherwise incurred pursuant to the pr
above in the third paragraph under "—Covenants—Restrictions on Liens," does not exceed 10% of Consolidated Net Tangible Assets.

Definitions

"Attributable Debt" means, when used in connection with a sale and leaseback transaction, at any date of determination, the product o
and leaseback transaction multiplied by (2) a fraction, the numerator of which is the number of full years of the term of the lease relating to th
leaseback transaction (without regard to any options to renew or extend such term) remaining at the date of the making of such computation ar
number of full years of the term of such lease measured from the first day of such term.

"Capital Stock" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations o
(including partnership interests) in (however designated) the equity of such Person, including any preferred stock, but excluding any debt sec

"Consolidated Net Tangible Assets" means, as of any date, the total amount of assets of Airgas, Inc. and its Subsidiaries on a consolid
and other properly deductible items) after deducting therefrom (1) all current liabilities (excluding (x) any current liabilities which are by the
the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed or which are s
maturity of more than 12 months from the date of calculation and (y) current maturities of long-term Indebtedness and capital lease obligation
trademarks, patents, unamortized debt discount and expense and other like intangibles and (3) appropriate adjustments on account of minority
stock of Airgas, Inc.'s Subsidiaries, all as set forth on the most recent balance sheet of Airgas, Inc. and its consolidated Subsidiaries (but, in
of the date of determination), in each case excluding intercompany items and computed in accordance with generally accepted accounting pri

"Funded Debt" means all Indebtedness for borrowed money, including purchase money indebtedness, having a maturity of more than o
having a maturity of less than one year but by its terms being renewable or extendible, at the option of the obligor in respect thereof, beyond o

"Incur" means to issue, assume, guarantee, incur or otherwise become liable for. The terms "Incurred," "Incurrence" and "Incurring" s

"Indebtedness" means with respect to any Person at any date of determination (without duplication), indebtedness for borrowed mone
notes, debentures or other similar instruments given to finance the acquisition of any businesses, properties or assets of any kind (including, w
other equity interests in any Person).

"Lien" with respect to any property or assets, means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrange
easement (other than any easement not materially impairing usefulness or marketability), encumbrance, preference, priority or other security a
of any kind or nature whatsoever on or with respect to such property or assets (including, without limitation, any conditional sale or other titl
substantially the same economic effect as any of the foregoing), but not including the interest of a lessor under a lease that is an operating leas
principles.

"Principal Property" means any land, land improvements or building, together with the land upon which it is erected and fixtures com
owned or leased by us or any Restricted Subsidiary

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and located in the United States, the gross book value (without deduction of any reserve for depreciation) of which on the date as of which th amount which exceeds 1.0% of Consolidated Net Tangible Assets.

"Restricted Subsidiary" means any Subsidiary which, at the time of determination, owns or is a lessee pursuant to a capital lease of a

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulati Securities Act, as such Regulation is in effect on the date of the Supplemental Indenture.

"Subsidiary" of a Person means, with respect to any Person, any corporation, association, partnership or other business entity of whic power of the Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trus controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsid

Consolidation; Merger or Sale of Substantially All Assets

We may: (1) consolidate or merge with or into another Person; or (2) sell, assign, transfer, convey or otherwise dispose of all or subs and our Subsidiaries taken as a whole, in one or more related transactions, to another Person; if:

(1) either: (a) we are the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if sale, assignment, transfer, conveyance or other disposition has been made is a corporation organized or existing under the laws of the States or the District of Columbia (any such Person, the "Successor Company");

(2) the Successor Company assumes all the obligations of Airgas under the notes and the Indenture pursuant to agreements reas

(3) immediately after such transaction no default exists.

The Successor Company will be the successor to Airgas and shall succeed to, and be substituted for, and may exercise every right and and the predecessor company shall be released from its obligations with respect to the notes, including with respect to its obligation to pay th notes. Under these circumstances, if our properties or assets become subject to a Lien not permitted by the Indenture, we will equally and rat

Reports

Whether or not required by the Commission, so long as any notes of the applicable series are outstanding, Airgas will furnish to the ho periods specified in the Commission's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Fo required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" a information only, a report on the annual financial statements by Airgas' certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if Airgas were required to file suc

In addition, whether or not required by the Commission, Airgas will file a copy of all of the information and reports referred to in cla Commission for public availability within the time

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periods specified in the Commission's rules and regulations (unless the Commission will not accept such a filing) and make such information prospective investors upon request, provided that for the avoidance of doubt, information or reports filed with the Commission shall be deem

Events of Default

An event of default under the Indenture with respect to the notes of either series includes the following:

- failure to pay interest on the notes of such series for 30 days;
- failure to pay principal on the notes of such series when due;
- failure to perform any of the other covenants or agreements in the Indenture relating to the notes of such series that continues fo the trustee or holders of at least 25% in principal amount of the notes of such series then outstanding (for purposes of the finan 60 day grace period will be extended to 90 days);
- default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evid borrowed by Airgas or any of its Significant Subsidiaries (or the payment of which is guaranteed by Airgas or any of its Signif Indebtedness or guarantee now exists, or is created after the date of the Indenture, if that default (a) is caused by a failure to pa giving effect to any applicable grace period provided in such Indebtedness (a "Payment Default"); or (b) results in the accelera express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any ot there has been a Payment Default or the maturity of which has been so accelerated, aggregates $100.0 million or more; or
- certain events of bankruptcy, insolvency or reorganization relating to us.

The Indenture provides that the trustee will, with certain exceptions, notify the holders of notes of each series of any event of default k such series within 90 days after the occurrence of such event.

If an event of default (other than with respect to certain events of bankruptcy, insolvency or reorganization) occurs and is continuing w trustee or the holders of not less than 25% in principal amount of the notes of such series then outstanding may declare the principal amount t default with respect to certain events of bankruptcy, insolvency or reorganization occurs and is continuing, then all of the notes of each series and payable immediately in an amount equal to the principal amount of the notes of such series, together with accrued and unpaid interest, if a become due and payable, without any declaration or other act on the part of the trustee or any holder. Subject to certain conditions, the holder the notes of such series then outstanding can rescind and annul such declaration and its consequences.

We are required to file an annual officers' certificate with the trustee concerning our compliance with the Indenture. Subject to the pro duties of the trustee, the trustee is not obligated to exercise any of its rights or powers at the request or direction of any of the holders unless t indemnity satisfactory to the trustee. If the holders provide security or indemnity satisfactory to the trustee, the holders of a majority in princi series during an event of default may direct the time, method and place of conducting any proceeding for any remedy available to the trustee u the trustee's trusts or powers with respect to the notes of such series.

Prior to the acceleration of the maturity of the notes of a series, the holders of not less than a majority in aggregate principal amount o may on behalf of the holders of all outstanding

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notes of such series waive any past default or event of default and its consequences, except a default or event of default (a) in the payment of interest on any note of such series (which may only be waived with the consent of each holder of notes of such series affected) or (b) in respe Indenture which cannot be modified or amended without the consent of the holder of each note of such series outstanding affected by such mo

Book-Entry, Delivery and Form

The notes of each series initially will be represented by one or more permanent global certificates in definitive, fully registered form Notes will be deposited upon issuance with The Depository Trust Company, New York, New York ("DTC"), and registered in the name of a global certificate.

The Global Notes

DTC has advised us that pursuant to procedures established by it (i) upon the issuance of the Global Notes, DTC or its custodian will principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons wh and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only thro nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants the Global Notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such sys

So long as DTC, or its nominee, is the registered owner or holder of the notes of either series, DTC or such nominee, as the case may or holder of the notes of such series represented by such Global Notes for all purposes under the indenture governing the notes of such series the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under th such series.

Payments of the principal of, premium, if any, and interest (including additional interest) on, the Global Notes will be made to DTC o the registered owner of the Global Notes. None of Airgas, the trustee or any paying agent under the indenture governing the notes will have a aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, super relating to such beneficial ownership interest.

DTC has advised us that its present practice is, upon receipt of any payment of principal, premium, if any, and interest (including addi credit immediately participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amo the records of DTC. Payments by participants to owners of beneficial interests in the Global Notes held through such participants will be gov customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such custom responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance wit same-day funds. If a holder requires physical delivery of a certificated security for any reason, including to sell notes to persons in states wh notes, or to pledge such securities, such holder must transfer its interest in a Global Note, in accordance with the normal procedures of DTC indenture governing the notes.

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DTC has advised us that it will take any action permitted to be taken by a holder of notes, including the presentation of notes for excha direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indentur exchange the Global Notes for certificated securities, which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a membe "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions o DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participa changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities bro companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Note among participant perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for th participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Clearstream. Clearstream is incorporated under the laws of Luxembourg as a professional depositary. Clearstream holds securities fo ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants through accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides Clearstream services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowin domestic markets in several countries. As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institu recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing co organizations, and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers an maintain a custodial relationship with a Clearstream Participant either directly or indirectly.

Distributions with respect to notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participant procedures to the extent received by DTC for Clearstream.

Euroclear. Euroclear was created in 1968 to hold securities for participants of Euroclear ("Euroclear Participants") and to clear and Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of cert simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and inter several markets in several countries. Euroclear is operated by Euroclear Bank S.AJN.V (the "Euroclear Operator"), under contract with Eur Belgian cooperative corporation (the "Cooperative"). All operations are conducted by the Euroclear Operator, and all Euroclear securities c accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euro Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may i access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either

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The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the notes sold outside of the U of the notes associated with secondary market trading.

Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are und procedures, and these procedures may be modified or discontinued at any time.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will rec U.S. agents of Clearstream and Euroclear, as participants in DTC. When notes are to be transferred from the account of a DTC participant to participant or a Euroclear participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day Euroclear, as the case may be, will instruct its U.S. agent to receive notes against payment. After settlement, Clearstream or Euroclear will c for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures f agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement participant, a cross-market transaction will settle no differently than a trade between two DTC participants.

When a Clearstream or Euroclear participant wishes to transfer notes to a DTC participant, the seller will be required to send instruc through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its U.S. agent to trans them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds bac would be the preceding day, when settlement occurs in New York. If settlement is not completed on the intended value date, that is, the trade Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the not on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Cl business day as in the United States.

Certificated Securities

A Global Note is exchangeable for certificated securities if:

- DTC (1) notifies us that it is unwilling or unable to continue as depositary for the Global Notes or (2) has ceased to be a Clear Exchange Act and, in either case, we fail to appoint a successor depositary;
- with respect to notes of either series, we, at our option, notify the trustee in writing that we elect to cause the issuance of the no (provided that under current industry practices, DTC would notify participants of our determination, but would only withdraw Note at the request of participants); or
- with respect to notes of either series, there has occurred and is continuing a default or an event of default with respect to the no

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CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion summarizes certain U.S. federal income tax consequences of the purchase, ownership and disposition of the

This summary is based on the Internal Revenue Code of 1986, as amended, which we refer to as the "Code," regulations issued under administrative rulings and practice, all as of the date hereof and all of which are subject to change. Any such change may be applied retroact federal income tax consequences described in this prospectus supplement. This summary only addresses tax consequences to investors that p the "issue price," which will equal the first price at which a substantial amount of the notes is sold for money to the public (not including bor or organizations acting in the capacity of underwriters, placement agents or wholesalers), and own the notes as "capital assets" within the me "straddle" or a "conversion transaction" for U.S. federal income tax purposes, or as part of some other integrated investment.

This summary does not discuss all of the tax consequences that may be relevant to particular investors or to investors subject to speci income tax laws (such as insurance companies, banks, financial institutions, tax-exempt organizations, retirement plans, regulated investment alternative minimum tax, partnerships or other pass-through entities (or investors in such entities), securities dealers, expatriates or United S currency" for tax purposes is not the U.S. dollar). If any entity treated as a partnership for U.S. federal income tax purposes holds notes, the t partnership will generally depend upon the status of the partner and the activities of the partnership. A partner of a partnership considering a its own tax advisors with respect to the tax treatment of the purchase, ownership and disposition of the notes by the partnership. This summar consequences arising out of the tax laws of any state, local, foreign or other taxing jurisdiction, any U.S. federal tax consequence other than U (such as estate or gift tax consequences) or any consequences resulting from the newly enacted Medicare tax on investment income. We have from the Internal Revenue Service, or the "IRS," with respect to any matters discussed in this section, and we cannot assure you that the IRS tax consequences described below.

In certain circumstances, the notes provide for the payment of amounts in excess of stated interest or principal. Our obligation to pay s provisions of the Treasury regulations relating to "contingent payment debt instruments." However, the possibility of such excess amounts be be treated as contingent payment debt instruments if, as of the issue date, such contingencies are "remote" or "incidental," or, in certain circu likely than not that such contingencies will not occur. Although the matter is not free from doubt, we intend to take the position that these cont be treated as contingent payment debt instruments. This determination will be binding on a holder unless it explicitly discloses its contrary po required by applicable Treasury regulations. However, this determination is inherently factual and we can give you no assurance that our pos by the IRS. If the IRS successfully challenged this determination, it could adversely affect the amount, timing and character of the income that for example, by treating gain recognized by holders upon a disposition of a note as ordinary income and requiring a holder to accrue interest interest on the notes). The remainder of this discussion assumes that the notes will not be treated as contingent payment debt instruments. Hol advisors regarding the potential application of the contingent payment debt regulations to the notes and the consequences thereof.

Persons considering the purchase of the notes should consult their own tax advisors concerning the application of the U.S. fede situations as well as any tax consequences of the purchase, ownership and disposition of the notes arising under the laws of any state, jurisdiction.

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It is expected, and therefore this discussion assumes, that the notes will be issued without original issue discount for U.S. federal inco

U.S. Holders

For purposes of this discussion, a "U.S. Holder" means a beneficial owner of a note that, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over its administration and one or more Unite control all of its substantial decisions, or that was a domestic trust for U.S. federal income tax purposes on August 19, 1996, a as a domestic trust.

Treatment of stated interest

Stated interest on the notes will be taxable to a U.S. Holder as ordinary income as the stated interest accrues or is paid in accordance accounting.

Treatment of dispositions of notes

Upon the sale, exchange, retirement, redemption or other taxable disposition of a note, a U.S. Holder generally will recognize gain or the amount received on such disposition (other than any amounts attributable to accrued and unpaid stated interest, which will be treated as o not previously included in income) and the U.S. Holder's tax basis in the note. A U.S. Holder's tax basis in a note will be, in general, the cos or loss realized on the sale, exchange, retirement, redemption or other taxable disposition of a note generally will be capital gain or loss, and if, at the time of such disposition, the note has been held for more than one year. For non-corporate U.S. Holders, certain preferential tax rate long-term capital gain. A U.S. Holder's ability to deduct capital losses is subject to limitations.

Non-U.S. Holders

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of notes that is, for U.S. federal income tax purposes, an i that is not a U.S. Holder.

For purposes of the following discussion, any interest income and any gain realized on the sale, exchange, retirement, redemption or o will be considered "U.S. trade or business income" if such interest income or gain is effectively connected with the conduct of a trade or bus

Treatment of interest

A Non-U.S. Holder will not be subject to U.S. federal income or withholding tax in respect of interest income on the notes if each of t

- the interest is not U.S. trade or business income;
- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes o

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- the Non-U.S. Holder is not a "controlled foreign corporation" that is actually or constructively related to us;
- the Non-U.S. Holder is not a bank which acquired the note in consideration for an extension of credit made pursuant to a loan a course of its trade or business; and
- the Non-U.S. Holder provides to us or our paying agent an appropriate statement on a properly executed IRS Form W-8BEN (o appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating, among other things, tha States person. If a note is held through a securities clearing organization, bank or another financial institution that holds custom of its trade or business, this requirement is satisfied if (i) the Non-U.S. Holder provides such a form to the organization or inst institution, under penalties of perjury, certifies to us that it has received such a form from the beneficial owner or another inter agent with a copy.

To the extent these conditions are not met, a 30% withholding tax will apply to interest income on the notes that is not U.S. trade or bu income tax treaty reduces or eliminates such tax (and the Non-U.S. Holder provides us or our paying agent a properly executed IRS Form W-

If interest is U.S. trade or business income, the Non-U.S. Holder will generally be exempt from withholding tax, although to avoid wi provide an appropriate statement to that effect on an applicable IRS Form W-8 (or substitute form). Non-U.S. Holders should consult their ow rules than those described in the preceding sentence may apply as the result of an applicable income tax treaty.

A Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to all interest income that is U.S. trade or busine U.S. Holder, as described above (unless an applicable income tax treaty provides otherwise). A Non-U.S. Holder that is a corporation also c at a 30% rate (or lower applicable treaty rate) on such holder's effectively connected earnings and profits (subject to adjustments) attributab

Treatment of dispositions of notes

Generally, a Non-U.S. Holder will not be subject to U.S. federal income tax on gain realized upon the sale, exchange, retirement, rede a note unless:

- such holder is an individual present in the United States for 183 days or more in the taxable year of the sale, exchange, retirem disposition and certain other conditions are met, in which case such holder will be subject to a flat 30% U.S. federal income ta other disposition, which may be offset by certain U.S. source capital losses (unless an applicable income tax treaty provides o
- the gain is U.S. trade or business income, in which case such holder generally will be subject to U.S. federal income tax in the described above (unless an applicable income tax treaty provides otherwise). Additionally, in such event, Non-U.S. Holders t to a 30% (or lower applicable treaty rate) branch profits tax on such holder's effectively connected earnings and profits (subje gain.

Information reporting requirements and backup withholding

We (or another paying agent) generally will report to non-corporate U.S. Holders and the IRS interest payments and proceeds from a redemption) of the notes.

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Non-corporate U.S. Holders generally will be subject to backup withholding (currently at a rate of 28%) on the foregoing amounts if t

- fails to furnish its Taxpayer Identification Number, or TIN, which for an individual would be his or her Social Security Numbe
- furnishes an incorrect TIN;
- is notified by the IRS that it is subject to backup withholding because it has previously failed to properly report payments of in
- under certain circumstances, fails to certify, under penalties of perjury, that it has furnished a correct TIN and has not been noti backup withholding for failure to report interest and dividend payments; or
- fails to establish an exemption from backup withholding.

We will report to Non-U.S. Holders of the notes and the IRS amounts of interest paid on or with respect to the notes and the amount of Copies of the information returns reporting such interest and withholding may be made available to the tax authorities in foreign countries und treaty or agreement.

A Non-U.S. Holder may also be subject to backup withholding (currently at a rate of 28%) with respect to interest paid on the notes. I Non-U.S. Holder will not be subject to backup withholding if the Non-U.S. Holder certifies its non-U.S. status under penalties of perjury (for or satisfies the requirements of an otherwise established exemption.

The payment of the proceeds from a disposition (including a retirement or redemption) of notes by a Non-U.S. Holder to or through th States or foreign, will be subject to information reporting and possible backup withholding unless the Non-U.S. Holder certifies its non-U.S. satisfies the requirements of an otherwise established exemption.

If the proceeds from a disposition (including a retirement or redemption) of notes are paid to or through a foreign office of a broker th "U.S. related person," as defined below, they will not be subject to backup withholding or information reporting. If the proceeds are paid to that is either a United States person or a "U.S. related person," they generally will be subject to information reporting. However, no such rep certifies as to its non-U.S. status under penalties of perjury or the broker has certain documentary evidence in its files as to the holder's non- not apply to payments made through the foreign offices of a United States person or U.S. related person.

For purposes of this discussion, a "U.S. related person" is:

- a "controlled foreign corporation" for U.S. federal income tax purposes;
- a foreign person 50% or more of whose gross income during a specified three-year period is U.S. trade or business income; or
- a foreign partnership if one or more of its partners are United States persons who, in the aggregate, hold more than 50% of the partnership or if the partnership is engaged in the conduct of a U.S. trade or business.

Backup withholding is not an additional tax and may be refunded or credited against the holder's U.S. federal income tax liability, pro is timely furnished to the IRS.

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The U.S. federal income tax discussion set forth above is included for general information only and may not be applicable depending
Persons considering the purchase of the notes should consult their own tax advisors concerning the application of the U.S. federal tax laws to
any tax consequences of the purchase, ownership and disposition of the notes arising under the laws of any state, local, foreign or other taxing

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UNDERWRITING

We are offering the notes described in this prospectus supplement through a number of underwriters. Goldman, Sachs & Co., Merrill L Incorporated and Wells Fargo Securities, LLC are acting as the representatives of the several underwriters named below. We have entered in underwriters dated the date of this prospectus supplement. Subject to the terms and conditions of the underwriting agreement, we have agreed underwriter has severally agreed to purchase, the aggregate principal amount of notes listed next to its name in the following table:

Underwriter	Principal Amoun of 2018 Notes
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 74,750,0
Goldman, Sachs & Co.	74,750,0
Wells Fargo Securities, LLC	48,750,0
SunTrust Robinson Humphrey, Inc.	30,875,0
U.S. Bancorp Investments, Inc.	30,875,0
Credit Agricole Securities (USA) Inc.	16,250,0
SMBC Nikko Capital Markets Limited	14,625,0
Mitsubishi UFJ Securities (USA), Inc.	6,500,0
Mizuho Securities USA Inc.	6,500,0
RBS Securities Inc.	6,500,0
HSBC Securities (USA) Inc.	4,875,0
PNC Capital Markets LLC	4,875,0
Santander Investment Securities Inc.	4,875,0
Total	$ 325,000,0

The underwriting agreement is subject to a number of terms and conditions and provides that the underwriters must buy all of the notes underwriters will sell the notes to the public when and if the underwriters buy the notes from us.

The underwriters have advised us that they propose initially to offer the notes to the public at the public offering price set forth on the and may offer the notes to certain dealers at such price less a concession not in excess of 0.350% of the principal amount of the 2018 notes a the 2020 notes. The underwriters may allow, and such dealers may reallow, a concession not in excess of 0.250% of the principal amount of principal amount of the 2020 notes to certain other dealers. After the public offering of the notes, the public offering price and other selling te the notes by the underwriters is subject to receipt and acceptance of any order and subject to the underwriters' right to reject any order in wh

We estimate that our share of the total expenses of the offering, excluding the underwriting discount, will be approximately $750,000.

We have agreed to indemnify the several underwriters against, or contribute to payments that the underwriters may be required to mak including liabilities under the Securities Act.

The notes are new issues of securities with no established trading market. The notes will not be listed on any securities exchange or q quotation system. The underwriters may make a market in the notes after completion of the offering, but will not be obligated to do so and ma activities at any time without notice. No assurance can be given as to the liquidity of the trading market

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for the notes or that an active public market for the notes will develop. If an active public market for the notes does not develop, the market p adversely affected.

In connection with the offering of the notes, certain of the underwriters may engage in transactions that stabilize, maintain or otherwise

Specifically, the underwriters may over allot in connection with the offering, creating a short position. In addition, the underwriters m the open market to cover short positions or to stabilize the price of the notes. Any of these activities may stabilize or maintain the market pric market levels, but no representation is made hereby of the magnitude of any effect that the transactions described above may have on the mark will not be required to engage in these activities, and may engage in these activities, and may end any of these activities, at any time without

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, including securities banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking ser received or will receive customary fees and expenses. Specifically, an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated is the Facility and affiliates of each of the underwriters are lenders under our Credit Facility. Each of Merrill Lynch, Pierce, Fenner & Smith Incorp LLC were joint lead arrangers and co-book managers under our Credit Facility.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad ar debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the investment and securities activities may involve securities and/or instruments of the issuer. Certain of the underwriters or their affiliates that routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their a entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, inclu hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwr may also make investment recommendations and/or publish or express independent research views in respect of such securities or instrumen recommend to clients that they acquire, long and/or short positions in such securities and instruments.

SMBC Nikko Capital Markets Limited is not a U.S. registered broker-dealer and, therefore, intends to participate in the offering outsi extent that the offering is within the United States, as facilitated by an affiliated U.S. registered broker-dealer, SMBC Nikko Securities Amer permitted under applicable law. To that end, SMBC Nikko Capital Markets Limited and SMBC Nikko-SI have entered into an agreement pur provides certain advisory and/or other services with respect to this offering. In return for the provision of such services by SMBC Nikko-SI, Limited will pay to SMBC Nikko-SI a mutually agreed-fee.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevan has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant M

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"Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by th 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 Dire (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subjec 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 issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectu

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member S form and 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 p the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "P 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), implementing measure in the 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 invita investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the notes in of the FSMA does not apply to the issuer; and

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

Hong Kong

The notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Or Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the mea (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the pu to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside H investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this pros document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or dis

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the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordanc applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an acc which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited inves not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, notes, debentures and u corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and i specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Inst underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Ja any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resa a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial In other applicable laws, regulations and ministerial guidelines of Japan.

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LEGAL MATTERS

Certain legal matters in connection with the offering of the notes will be passed upon for Airgas, Inc. by Cahill Gordon & Reindel LLP underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

The consolidated financial statements and schedule of Airgas, Inc. and subsidiaries as of March 31, 2012 and 2011, and for each of th March 31, 2012, and management's assessment of the effectiveness of internal control over financial reporting as of March 31, 2012 have be and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by re of said firm as experts in accounting and auditing. The audit report covering the March 31, 2012 financial statements refers to a change in me receivable securitization agreement and to a change in method for valuing certain inventories.

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PROSPECTUS

DEBT SECURITIES

We may offer from time to time unsecured debt securities consisting of notes, debentures or other evidences of indebtedness.

The terms of each series of debt securities will be set forth in a prospectus supplement. You should read this prospectus and the prosp

This prospectus may not be used to offer or sell any debt securities unless accompanied by a prospectus supplement.

Investing in these securities involves certain risks. See the section entitled "Risk Factors" beginning on on Form 10-K for the year ended March 31, 2010 and similar sections in subsequent reports filed publicly, ea by reference into this prospectus and, if applicable, any risk factors described in any accompanying prospect

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS AP THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATIO CRIMINAL OFFENSE.

We may sell debt securities directly, through agents or through underwriters or dealers.

The date of this prospectus is May 27, 2010

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ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement that we filed with the Securities and Exchange Commission (the "C seasoned issuer" as defined in Rule 405 under the Securities Act of 1933, as amended (the "Securities Act"), utilizing a "shelf" registration p may, from time to time, sell debt securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information containe both this prospectus and any prospectus supplement together with additional information described under the heading "Where You Can Find

Unless we state otherwise or the context otherwise requires, references to "Airgas," "us," "we," "our" or "Company" in this prospec include the consolidated subsidiaries of Airgas, Inc. When we refer to "you" in this section, we mean all purchasers of the securities being o are the holders or only indirect owners of those securities.

You should rely only on the information provided in this prospectus and in any prospectus supplement, including the information have not authorized anyone to provide you with different information. We are not offering the securities in any state where the offer assume that the information in this prospectus, or any supplement to this prospectus, is accurate at any date other than the date indic documents.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Commission a registration statement under the Securities Act that registers the distribution of the debt securitie the attached exhibits and schedules, contains additional relevant information about us and our securities. The rules and regulations of the Cor information included in the registration statement from this prospectus.

In addition, we file annual, quarterly and current reports, proxy statements and other information with the Commission under the Secu amended (the "Exchange Act"). You may read and copy this information at the following location of the Commission.

Public Reference Room
100 F Street, N.E.
Washington, D.C. 20549

You may also obtain copies of this information by mail from the Public Reference Room of the Commission, 100 F Street, N.E., Wash rates. You may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330.

The Commission also maintains a website that contains reports, proxy statements and other information about issuers. The address of

You can also inspect reports, proxy and information statements and other information about the Company at the offices of the New Yor New York, New York 10005.

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INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Commission allows us to "incorporate by reference" information into this prospectus. This means that we can disclose important another document filed separately with the Commission. The information incorporated by reference is considered to be a part of this prospec superseded by information that is included directly in this document.

This prospectus incorporates by reference the documents listed below that we have previously filed with the Commission. They conta

Company SEC Filings	Period
Annual Report on Form 10-K	Year ended March 31, 2010
Current Reports on Form 8-K	As filed on April 8, 2010

We incorporate by reference additional documents that we may file with the Commission between the date of this prospectus and the t offering of the debt securities. These documents include periodic reports, such as Annual Reports on Form 10-K, Quarterly Reports on Form Form 8-K, as well as proxy statements. Any report, document, or portion thereof that is furnished to, but not filed with, the Commission is no information contained on our website (www.airgas.com) is not incorporated into this prospectus.

You can obtain any of the documents incorporated by reference in this document through us, or from the Commission through the Comm described above. Documents incorporated by reference are available from us without charge, excluding any exhibits to those documents unle incorporated by reference as an exhibit to that document. You can obtain from us the documents incorporated by reference in this prospectus b telephone at the following address or phone number:

General Counsel's Office
Airgas, Inc.
259 North Radnor-Chester Rd.
Radnor, PA 19087-5283
(610) 687-5253

If you request any incorporated documents from us, we will mail them to you by first class mail, or other means, promptly after we re

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FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain statements that are forward looking within the meaning o Reform Act of 1995. These statements include, but are not limited to, the statements referenced by the Company in Item 7. "Management's Di Condition and Results of Operations—Other—Forward-Looking Statements" of its Annual Report on Form 10-K for the year ended March 3 reference herein.

These forward-looking statements involve risks and uncertainties. Factors that could cause actual results to differ materially from thos statement include, but are not limited to, those factors referenced by the Company in Item 7. "Management's Discussion and Analysis of Fina Operations—Other—Forward-Looking Statements" of its Annual Report on Form 10-K for the year ended March 31, 2010.

The Company does not undertake to update any forward-looking statement made herein or that may be made from time to time by or o

AIRGAS, INC.

We are the largest U.S. distributor of industrial, medical and specialty gases delivered in "packaged" or cylinder form, and hardgoods supplies. We are also one of the largest U.S. distributors of safety products, the largest U.S. producer of nitrous oxide and dry ice, the largest Southeast, the fifth largest producer of atmospheric merchant gases in North America and a leading distributor of process chemicals, refriger

We were incorporated in 1986 under the laws of the State of Delaware. Our executive offices are located at 259 North Radnor-Chest our telephone number is (610) 687-5253. We maintain a website that contains information about us at www.airgas.com. The information incl not be considered as, a part of this prospectus.

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USE OF PROCEEDS

We intend to use the net proceeds from the sale of the debt securities offered by this prospectus for general corporate purposes. These indebtedness, capital expenditures, possible acquisitions and other purposes as may be specified in the applicable prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges has been computed by dividing "earnings available for fixed charges" by "fixed charges." For p "earnings available for fixed charges" principally consists of (i) earnings before income taxes and minority interest, plus (ii) "fixed charges. of interest expense and the portion of rental expense that is representative of the interest factor.

	Fiscal Year End		
	March 31, 2010	March 31, 2009	March 31, 2008
Ratio of Earnings to Fixed Charges	3.89x	4.18x	3.56x

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DESCRIPTION OF THE DEBT SECURITIES

The following description of the terms of the debt securities sets forth certain general terms and provisions of the debt securities may relate. The particular terms of the debt securities offered by any prospectus supplement and the extent, if any, to which these genera securities will be described in the prospectus supplement relating to those debt securities. Accordingly, for a description of the terms of reference must be made to both the prospectus supplement relating thereto and to the following description.

General

The debt securities may be issued from time to time in an unlimited aggregate principal amount and an unlimited number of series. Th an indenture between us and U.S. Bank National Association, as trustee, and under a supplemental indenture authorizing the particular series.

The debt securities are unsecured and will have the same rank as all other unsecured and non-subordinated debt of the Company.

We have summarized the material provisions of the indenture below. The summary is not complete. The indenture is incorporated by r registration statement of which this prospectus is a part. The supplemental indenture for each series will be filed or incorporated by referenc statement. You should read the indenture and the applicable supplemental indenture for provisions that may be important to you. The particula will be described in the related prospectus supplement, along with any applicable modifications of or additions to the general terms of the de the indenture. For a description of the terms of any series of debt securities, you should review both the prospectus supplement relating to tha securities set forth in this prospectus before making an investment decision.

The prospectus supplement relating to a particular series of debt securities will describe to the extent applicable:

(1) the title of the debt securities of such series;

(2) the principal amount being offered, and, if a series, the total amount authorized and the total amount outstanding;

(3) any limit upon the aggregate principal amount of such debt securities;

(4) whether or not we will issue the series of debt securities in global form and, if so, the terms and who the depositary will b

(5) the date or dates on which such debt securities will mature or the method of determination of such date or dates;

(6) the rate or rates, or the method of determination thereof, at which such debt securities will bear interest, if any, the date or accrue, the date or dates such interest will be payable and, for registered debt securities, the regular record dates;

(7) the place or places where the principal of, and premium and interest, if any, on, such debt securities will be payable;

(8) the terms and conditions upon which any such debt security may be redeemed (including the period or periods within whic security may be redeemed), in whole or in part, at our option;

(9) any terms for redemption or repurchase pursuant to any sinking fund or analogous provision at the option of a holder;

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(10) if other than the principal amount thereof, the portion of the principal amount of such debt securities that will be payable u

(11) any terms for conversion of the debt securities into other securities of the Company or any other corporation at the option

(12) any terms for the attachment to such debt securities of warrants, options or other rights to purchase or sell stock;

(13) if other than the principal amount thereof, the portion of the principal amount of such debt securities that will be payable u securities subject to such provisions being referred to as "Original Issue Discount Securities");

(14) any covenants limiting or otherwise restricting our ability or the ability of our subsidiaries to take any action or measures

(15) any deletions or modifications of, or additions to, the events of default under the indenture with respect to such debt secur

(16) if other than U.S. dollars, the currency, currencies or currency unit or units in which such debt securities will be denomina premium and interest, if any, on, such securities will be payable and related restrictions;

(17) whether, and the terms and conditions on which, the Company or a holder may elect that, or the other circumstances under premium or interest, if any, on, such debt securities is to be made in a currency or currencies or currency unit or units other than that in denominated;

(18) any determination of the amount of principal of, or premium or interest, if any, on, any such debt securities to be determine a currency or currency unit or units other than that in which such debt securities are stated to be payable or an index based on any othe

(19) whether such debt securities will be issued in fully registered form without coupons or in bearer form with or without cou whether such debt securities will be issued in the form of one or more global securities and whether such debt securities are to be iss definitive global form;

(20) whether and under what circumstances the Company will pay additional amounts to any holder of such debt securities wh respect of any tax, assessment or governmental charge withheld or deducted and, if so, whether and on what terms the Company will h securities rather than pay any additional amounts; and

(21) any other terms of any of such debt securities not inconsistent with the indenture.

Form, Exchange, Registration and Transfer

The debt securities will be issued in registered form, without interest coupons. There will be no service charge for any registration of securities. However, payment of any transfer tax or similar governmental charge payable for that registration may be required.

Debt securities of any series will be exchangeable for other debt securities of the same series, the same total principal amount and the denominations in accordance with the applicable indenture. Holders may present debt securities for registration of transfer at the office of the agent we designate. The security registrar or transfer agent will effect the transfer or exchange if its requirements and the requirements of the

The trustee will be appointed as security registrar for the debt securities. If a prospectus supplement refers to any transfer agents we i rescind that designation or approve a change in the

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location through which any transfer agent acts. We are required to maintain an office or agency for transfers and exchanges in each place of p additional transfer agents for any series of debt securities.

In the case of any redemption, we will not be required to register the transfer or exchange of:

- any debt security during a period beginning 15 business days prior to the mailing of the relevant notice of redemption or repurc business on the day of mailing of such notice; or
- any debt security that has been called for redemption in whole or in part, except the unredeemed portion of any debt security b

Payment and Paying Agents

Unless we inform you otherwise in a prospectus supplement, payments on the debt securities will be made in U.S. dollars at the office our option, however, payments may be made by wire transfer for global debt securities or by check mailed to the address of the person entitl security register. Unless we inform you otherwise in a prospectus supplement, interest payments may be made to the person in whose name th close of business on the record date for the interest payment.

Unless we inform you otherwise in a prospectus supplement, the trustee under the applicable indenture will be designated as the payi securities issued under that indenture. We may at any time designate additional paying agents or rescind the designation of any paying agent o through which any paying agent acts.

If the principal of, or any premium or interest on, debt securities of a series is payable on a day that is not a business day, the payment business day. For these purposes, unless we inform you otherwise in a prospectus supplement, a "business day" means each day on which co markets settle payments in the place or places where the principal of (and premium, if any) and interest, if any, on the securities of that series Unless otherwise specified, "business day" shall exclude any day on which commercial banks and foreign exchange markets do not settle pay

Subject to the requirements of any applicable abandoned property laws, the trustee and paying agent will pay to us upon written reque payments on the debt securities that remains unclaimed for two years after the date upon which that payment has become due. After payment t must look to us for payment. In that case, all liability of the trustee or paying agent with respect to that money will cease.

Book-Entry Debt Securities

The debt securities of a series may be issued in the form of one or more global debt securities that would be deposited with a deposit prospectus supplement. Global debt securities may be issued in either temporary or permanent form. We will describe in the prospectus supp arrangement and the rights and limitations of owners of beneficial interests in any global debt security.

Satisfaction and Discharge; Defeasance

At the request of the Company, the indenture will cease to be in effect as to the debt securities of any series (except for certain obligat exchange of such debt securities and related coupons, if any, and hold moneys for payment of such debt securities and coupons in trust) when

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securities and coupons have been delivered to the trustee for cancellation or (b) all such debt securities and coupons have become due and p payable at their stated maturity within one year, or are to be called for redemption within one year, and the Company has deposited with the t currencies or currency unit or units in which such debt securities are payable, in an amount sufficient to pay all the principal of, and premium securities on the dates such payments are due in accordance with the terms of such debt securities.

The Company may defease any series of debt securities and, at its option, either (a) be discharged after 123 days from any and all obl debt securities (except for certain obligations to register the transfer of or exchange debt securities and related coupons, replace stolen, lost coupons, maintain paying agencies and hold moneys for payment in trust) or (b) eliminate the requirement to comply with certain restrictive c such series. In order to exercise either defeasance option, the Company must deposit with the trustee in trust, money, or, in the case of debt se U.S. dollars, U.S. treasuries or, in the case of debt securities and coupons denominated in a foreign currency, foreign government securities, thereon and principal thereof in accordance with their terms will provide money, in an amount sufficient to pay in the currency, currencies or debt securities are payable all the principal (including any mandatory sinking fund payments) of, and interest on, such series on the dates such the terms of such series. Among the conditions to the Company exercising any such option, the Company is required to deliver to the trustee a the deposit and related defeasance would not cause the holders of such series to recognize income, gain or loss for United States Federal inc of such series will be subject to United States Federal income tax in the same amounts, in the same manner and at the same times as would ha been exercised.

Events of Default, Notice and Waiver

The following are events of default under each indenture with respect to any series of debt securities that we may issue:

- default for 30 days in payment of any interest installment when due;
- default in payment of principal of, or premium, if any, on, debt securities of such series when due at their stated maturity, by de or otherwise;
- default for 30 days in the making of any payment for a sinking, purchase or analogous fund provided for in respect of debt secu
- default for 60 days after notice to the Company by the trustee or by holders of at least 25% in aggregate principal amount of the series in the performance of any covenant or agreement in the debt securities of such series or in the indenture with respect to
- certain events of bankruptcy, insolvency and reorganization; and
- any other event of default provided with respect to the debt securities of such series.

No event of default with respect to a single series of indebtedness issued under the indenture (and any supplemental indentures) neces with respect to any other series of indebtedness issued thereunder.

The indenture provides that the trustee will, within 90 days after the occurrence of a default with respect to the debt securities of any securities of such series notice of all uncured and unwaived defaults known to it; provided that, except in the case of default in the payment o if any, on, or a sinking fund installment, if any, with respect to any of the debt securities of

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such series, the trustee will be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the i securities of such series. The term "default" for the purpose of this provision only means the happening of any of the events of default specifi or notice requirement is eliminated.

The indenture contains provisions entitling the trustee, subject to the duty of the trustee during an event of default to act with the requir by the holders of the debt securities before proceeding to exercise any right or power under the indenture at the request of holders of the debt

The indenture provides that the holders of a majority in principal amount of the outstanding debt securities of any series may in certain and place of conducting proceedings for remedies available to the trustee or exercising any trust or power conferred on the trustee in respect

The indenture includes a covenant that obligates us to file annually with the trustee an officers' certificate stating whether any default exists.

In certain cases, the holders of a majority in principal amount of the outstanding debt securities of any series may on behalf of the hold waive any past default or event of default with respect to the debt securities of such series or compliance with certain provisions of the inden default not theretofore cured in payment of the principal of, or premium or interest, if any, on, any of the debt securities of such series. The ho of a series of outstanding debt securities also have certain rights to rescind any declaration of acceleration with respect to such series after a series not arising from such declaration shall have been cured.

Modification of the Indenture

The indenture allows us and the trustee, without the consent of any holders of debt securities, to enter into supplemental indentures for

- evidencing the succession of another corporation and the assumption by such corporation of the covenants in the indenture and
- adding covenants that apply to us;
- adding additional events of default;
- establishing the form or terms of any series of debt securities issued under such supplemental indentures or curing ambiguities
- making other provisions that do not adversely affect the interests of the holders of any series of debt securities in any material

The indenture allows us and the trustee, with the consent of the holders of not less than a majority in principal amount of the outstandi (acting as one class), to execute supplemental indentures adding any provisions to or changing or eliminating any of the provisions of the inde holders of the debt securities of such series. But no supplemental indenture may, without the consent of the holders of all the outstanding debt other things:

(1) change the stated maturity of the principal of, or any installment of principal of or interest on, any debt security;

(2) reduce the principal amount of, the rate of interest on, or any premium payable upon the redemption of, any debt security;

(3) extend the time for payment of interest on the debt securities;

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(4) impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the cas redemption date);

(5) affect adversely the terms, if any, of conversion of any debt security into our stock or other securities or of any other corpo

(6) reduce the percentage in principal amount of the outstanding debt securities of any series, the consent of whose holders is r indenture or any waiver (in compliance with certain provisions of the indenture or certain defaults thereunder and their consequences

(7) modify any of the foregoing provisions or the provisions for the waiver of certain covenants and defaults, except to increas aggregate principal amount of outstanding debt securities the consent of the holders of which is required or to provide with respect to condition the effectiveness of any supplemental indenture as to that series on the consent of the holders of a specified percentage of th outstanding debt securities of such series or to provide that certain other provisions of the indenture cannot be modified or waived wi outstanding debt security affected thereby.

Governing Law

The indenture and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York, excep Act of 1939 is applicable.

Concerning the Trustee

U.S. Bank National Association serves as the trustee under our indenture dated as of May 27, 2010.

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PLAN OF DISTRIBUTION

We may sell the debt securities in any of three ways: (i) through underwriters, (ii) through dealers or agents or (iii) directly to a limite or to a single purchaser. The applicable prospectus supplement will set forth the terms of the offering of the debt securities of such series, inc underwriters, the purchase price and the proceeds we receive from such sale, any underwriting discounts and other items constituting underw public offering price and any discounts or concessions allowed or reallowed or paid to dealers and other specific terms of the particular offe named in a prospectus supplement are agents or underwriters in connection with the securities being offered by that prospectus supplement.

If we use underwriters in the sale, the debt securities will be acquired by the underwriters for their own account and may be resold fr transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The debt se public through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise set f obligations of the underwriters to purchase debt securities will be subject to certain conditions precedent and the underwriters will be obliga of a series if any are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers m

We may sell debt securities directly or through agents designated by us from time to time. Any agent involved in the offer or sale of th this prospectus is delivered will be named, and any commissions payable by us to such agent will be set forth, in the prospectus supplement. prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

We may authorize agents or underwriters to solicit offers by certain types of institutions to purchase debt securities from us at the publ prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. Such cont conditions set forth in the prospectus supplement, and the prospectus supplement will set forth the commissions payable for solicitation of su

Agents and underwriters may be entitled under agreements entered into with us and/or our subsidiaries to indemnification against cert liabilities under the Securities Act, and/or to contribution with respect to payments which the agents or underwriters may be required to mak underwriters may be customers of, engage in transactions with, or perform services for, the Company in the ordinary course of business.

Each series of debt securities will be a new issue of securities with no established trading market. Any underwriters to whom we sell sale may make a market in such debt securities, but such underwriters will not be obligated to do so and may discontinue any market making assurance can be given as to the liquidity of the trading market for any debt securities.

During and after an offering through underwriters, the underwriters may purchase and sell the securities in the open market. These tran and stabilizing transactions and purchases to cover syndicate short positions created in connection with the offering. The underwriters may al selling concessions allowed to syndicate members or other broker-dealers for the offered securities sold for their account may be reclaimed securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affec securities, which may be higher than the price that might otherwise prevail in the open market. If commenced, these activities may be discont

Unless otherwise indicated in a prospectus supplement or confirmation of sale, the purchase price of the securities will be required to funds in New York City.

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LEGAL MATTERS

Cahill Gordon & Reindel LLP will issue an opinion concerning the validity of the offered debt securities for Airgas, Inc. Any underwr about other legal issues relating to any offering by its own legal counsel.

EXPERTS

The consolidated financial statements and schedule of Airgas, Inc. and subsidiaries as of March 31, 2010 and 2009, and for each of th March 31, 2010, and management's assessment of the effectiveness of internal control over financial reporting as of March 31, 2010 have be and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by re of said firm as experts in accounting and auditing.

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$600,000,000

$325,000,000 1.650% Notes due 2018
$275,000,000 2.375% Notes due 2020

PROSPECTUS SUPPLEMENT
February 11, 2013

Joint Book-Running Managers

BofA Merrill Lynch
Goldman, Sachs & Co.
Wells Fargo Securities

Lead Managers
SunTrust Robinson Humphrey
US Bancorp

Co-Managers
Credit Agricole CIB

SMBC Nikko
Mitsubishi UFJ Securities
Mizuho Securities
RBS
HSBC
PNC Capital Markets LLC
Santander