CONFIDENTIAL APPENDIX A
Bosch/Mahle DIVESTITURE AGREEMENT

REDACTED FROM THE PUBLIC VERSION

BUT INCORPORATED BY REFERENCE

CONFIDENTIAL APPENDIX B

DESIGNATED EMPLOYEES

REDACTED FROM THE PUBLIC VERSION

BUT INCORPORATED BY REFERENCE

APPENDIX C

MONITOR AGREEMENT

In re **Robert Bosch GmbH**

APPENDIX C

MONITOR AGREEMENT

(Redacted Public Version With Confidential Exhibit C-1 Redacted)

MONITOR AGREEMENT

This Monitor Agreement ("Monitor Agreement"), entered into this13th day of November, 2012, between Robert Bosch GmbH ("Respondent") and BC Partners, LLC ("BC Partners") provides as follows:

WHEREAS, the Staff of the United States Federal Trade Commission (the "Commission"), in *In the Matter of Robert Bosch GmbH* .and Respondent have agreed to an Agreement Containing Consent Order ("Consent Agreement"), incorporating a Decision and Order ("Decision and Order") with Respondent, which, among other things, requires Respondent to divest or transfer certain defined assets pursuant to the Asset Purchase Agreement between Respondent and Mahle Clevite Inc. ("Acquirer") and those ancillary agreements referenced therein (collectively, the "Remedial Agreement"), and provides for the appointment of a Monitor to ensure that Respondent complies with its obligations under the Remedial Agreement, and its obligations under the Decision & Order and the Order to Maintain Assets (collectively, "Orders");

WHEREAS, the staff of the Commission may appoint Mr. Johnson of BC Partners, LLC as such monitor (the "Monitor") pursuant to the Decision and Order to monitor Respondent's compliance with the terms of the Orders and with the Remedial Agreement referenced in the Orders, and Mr. Johnson of BC Partners has consented to such appointment;

WHEREAS, the Staff of the Commission on October 27, 2012, notified Respondent of selection of Mr. Charles Johnson of BC Partners as the Monitor, and Respondent agreed to the selection of Mr. Johnson of BC Partners, and is executing this Monitor Agreement that, subject to the prior approval of the Commission, confers on the Monitor all rights and powers necessary to permit the Monitor to monitor Respondent's compliance with the relevant requirements of the Orders in a manner consistent with the purpose of the Order;

WHEREAS, this Monitor Agreement, although executed by the Monitor and Respondent is not effective for any purpose, including but not limited to imposing rights and responsibilities on Respondent or the Monitor under the Orders, until it has been approved by the Commission; and

WHEREAS, the parties to this Monitor Agreement intend to be legally bound;

NOW, THEREFORE, the parties agree as follows:

(1) Capitalized terms used herein and not specifically defined herein shall have the respective definitions given to them in the Decision and Order.

(2) Respondent shall transfer to the Monitor, no later than one (1) day after the Acquisition Date, all of the powers, responsibilities and protections conferred upon the Monitor by the Decision and Order and the Order to Maintain Assets.

(3) This Monitor Agreement confers upon the Monitor the powers and authority to monitor Respondent's compliance with the terms of the Orders, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner

consistent with the purposes of the Orders and in consultation with the Commission, including, but not limited to:

a) Assuring that Respondent expeditiously complies with all of its obligations and performs all of its responsibilities as required by the Orders; and

b) Monitoring any agreements between Respondent and the Acquirer.

(4) Respondent hereby agrees that Respondent will fully comply with all terms of the Orders requiring it to confer its rights, powers, authority and privileges upon the Monitor, or to impose upon itself any duties or obligations with respect to the Monitor, to enable the Monitor to perform the duties and responsibilities of the Monitor thereunder.

(5) Respondent further agrees that:

a) it will use commercially reasonable best efforts to provide the Monitor with prompt notification of significant meetings, including date, time and venue, scheduled after the execution of this Monitor Agreement, relating to the Remedial Agreement and such meetings may be attended by the Monitor or his representative, at the Monitor's option, or at the request of the Commission or staff of the Commission;

b) it will provide the Monitor the minutes of the above-referenced meetings as soon as practicable and, in any event, not later than those minutes are available to any employee of the Respondent;

c) it will provide the Monitor with electronic or hard copies, as may be appropriate, of all reports submitted to the Commission pursuant to the Decision and Order, simultaneous with the submission of such reports to the Commission, for the duration of the Monitor's term under this Monitor Agreement;

d) it will, subject to any demonstrated legally recognized privilege, grant the Monitor full and complete access to Respondent's personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, related to Respondent's compliance with its obligations under the Orders, including but not limited to, its obligations related to the relevant assets; and

e) it will cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor Respondent's compliance with the Orders.

(6) Respondent shall promptly notify the Monitor of any significant written or oral communication that occurs after the date of this Monitor Agreement between the Commission and the Respondent related to the Remedial Agreement, together with copies of such communications.

(7) Within one (1) month from the date the Monitor is appointed, and every sixty (60) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondent of its obligations under the Orders.

(8) The Monitor shall serve, without bond or other security, at the expense of Respondent on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

(9) Respondent shall pay Monitor in accordance with the fee schedule attached hereto as Confidential Appendix C-1, for all reasonable time spent in the performance of the Monitor's duties and responsibilities, including all monitoring activities, all work in connection with the negotiation and preparation of this Monitor Agreement, all work in the nature of final reporting and file closure, and all reasonable and necessary travel time.

a) In addition, Respondent will pay (i) all out-of-pocket expenses reasonably incurred by the Monitor in the performance of the Monitor's duties and responsibilities, including any telephone calls and auto, train or air travel in the performance of the Monitor's duties, and (ii) all fees and disbursements reasonably incurred by such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

b) The Monitor shall have full and direct responsibility for compliance with all applicable laws, regulations and requirements pertaining to work permits, income and social security taxes, unemployment insurance, worker's compensation, disability insurance, and the like.

(10) The Monitor shall maintain the confidentiality of all information provided to the Monitor by Respondent. Such information shall be used by the Monitor only in connection with the performance of the Monitor's duties pursuant to this Monitor Agreement. Such information shall not be disclosed by the Monitor to any third party other than:

a) persons employed by, or working with the Monitor under this Monitor Agreement, in which case and such persons shall be informed and agree in writing to abide by the confidentiality obligations applicable to the Monitor, in accordance with Paragraph 12 below, or

b) persons employed at the Commission and working on this matter;

c) other persons if consented to by Respondent.

(11) The Monitor shall maintain a record and inform the Commission of all persons (other than representatives of the Commission) to whom confidential information related to this Monitor Agreement has been disclosed.

(12) The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

(13) Upon termination of the Monitor's duties under this Monitor Agreement, the Monitor shall promptly return to the Respondent all materials provided to the Monitor by Respondent and shall destroy any material prepared by the Monitor that contains or reflects any confidential information of Respondent. Nothing herein shall abrogate the Monitor's duty of confidentiality, including the obligation to keep such information confidential for a period of ten (10) years after the termination of this Monitor Agreement.

(14) The Monitor shall keep confidential for a period of ten (10) years all other aspects of the performance of his duties under this Monitor Agreement and shall not disclose any confidential or proprietary information relating thereto. To the extent that the Monitor wishes to retain any employee, agent, consultant or any other third party to assist the Monitor in accordance with the Orders, the Monitor shall ensure that, prior to being retained, such persons execute a confidentiality agreement in a form agreed upon by the Monitor and Respondent.

(15) Nothing in this Monitor Agreement shall require Respondent to disclose any material or information that is subject to a legally recognized privilege or that Respondent is prohibited from disclosing by reason of law or any agreement with a third party.

(16) Each party shall be reasonably available to the other to discuss any questions or issues either party may have concerning compliance with the Orders as they relate to Respondent.

(17) Respondent hereby confirms its obligation to indemnify the Monitor and hold the Monitor harmless in accordance with and to the extent required by the Orders. Respondent shall indemnify the Monitor and hold Monitor harmless against any losses, claims damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of any claim whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor.

(18) Upon this Monitor Agreement becoming effective, the Monitor shall be permitted, and Respondent shall be required, to notify Acquirer with respect to Monitor's appointment.

(19) In the event of a disagreement or dispute between Respondent and Monitor concerning Respondent's obligations under the Orders, and in the event that such disagreement or dispute cannot be resolved by the parties, either party may seek the assistance of the Commission's Compliance Division to resolve this issue.

(20) This Monitor Agreement shall be subject to the substantive law of the State of New York (regardless of the choice of law principles of New York or those of any other jurisdiction).

(21) This Monitor Agreement shall terminate the earlier of: (a) the expiration or termination of the Decision and Order; (b) Respondent's receipt of written notice from the

Commission that the Commission has determined that Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve as Monitor; (c) with a least (30) days advance notice to be provided by Monitor to Respondent and to the Commission, upon resignation of the Monitor; or (d) when Respondent's last obligation under the Orders that pertains to Monitor's service has been fully performed; provided, however, that the Commission may require that Respondent extend this Agreement or enter into an additional agreement as may be necessary or appropriate to accomplish the purpose of the Orders. The confidentiality obligations of this Monitor Agreement shall survive its termination.

(22) In the event that, during the term of this Monitor Agreement, the Monitor becomes aware that he has or may have a conflict of interest that may affect or could have the appearance of affecting the performance by the Monitor of any of his duties under this Monitor Agreement, the Monitor shall promptly inform both Respondent and the Commission of such conflict or potential conflict.

(23) In the performance of his functions and duties under this Monitor Agreement, the Monitor shall exercise the standard of care and diligence that would be expected of a reasonable person in the conduct of his or her own business affairs.

(24) It is understood that the Monitor will be serving under this Monitor Agreement as an independent contractor and that the relationship of employer and employee shall not exist between Monitor and Respondent.

(25) This Monitor Agreement is for the sole benefit of the parties hereto and their permitted assigns and the Commission, and nothing herein express or implied shall give or be construed to give any other person any legal or equitable rights hereunder.

(26) This Monitor Agreement contains the entire agreement between the parties hereto with respect to the matters described herein and replaces and any and all prior agreements or understandings, whether written or oral.

(27) Any notices or other communication required to be given hereunder shall be deemed to have been properly given if sent by mail, facsimile (with acknowledgement of receipt of such facsimile having been received), or electronic mail, to the applicable party at its address below (or to such other address as to which such party shall hereafter notify the other party):

If to the Monitor, to:

Charles E. Johnson
BC Partners, LLC
225 Overture Way
Centreville, MD 21617
Phone: (203) 506-5626
Email: Charley23@mc.com

If Respondent to:

Robert Bosch LLC
Attn: Judith Adler, Esq.
Assistant General Counsel
38000 Hills Tech Drive
Farmington Hills, MI 48331
Telephone: (248) 876-1163
Email: judith.adler@us.bosch.com

With copy to:

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attention: Michael Lindsay
Telephone: (612) 340-7819
Facsimile: (612) 340-2868
Email: lindsay.michael@dorsey.com

If to the Commission, to:

Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
Attention: Secretary
Telephone: (202) 326-2514
Facsimile: (202) 326-2496

With a copy to:

Federal Trade Commission
601 New Jersey Avenue, N.W. Washington, D.C. 20001
Attention: Dan Ducore, Director for Compliance
Telephone: (202) 326-2526
Facsimile: (202) 326-3396
Email: dducore@ftc.gov

(28) This Monitor Agreement shall not become binding until it has been approved by the Commission.

(29) This Monitor Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Monitor Agreement as of the date first above written.

RESPONDENT

ppa.

Robert Bosch GmbH

ppa.

Robert Bosch GmbH

MONITOR

Charles Johnson
BC Partners, LLC

IN WITNESS WHEREOF, the parties hereto have executed this Monitor Agreement as of the date first above written.

RESPONDENT

ppa.

Robert Bosch GmbH

MONITOR

Charles Johnson
BC Partners, LLC

ppa.

Robert Bosch GmbH

CONFIDENTIAL APPENDIX C-1

COMPENSATION PROVISION OF MONITOR AGREEMENT

REDACTED FROM THE PUBLIC VERSION

BUT INCORPORATED BY REFERENCE

APPENDIX D

Partial List of SPX Patents Related to ACRRR Products

APPENDIX D
PARTIAL LIST OF SPX PATENTS RELATED TO ACRRR PRODUCTS

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
6,185,945 (US)	ISOLATED REFRIGERANT IDENTIFIER	A refrigerant handling system includes a cabinet having two service ports and two sample ports and housing recycling/recharging apparatus coupled to the service ports and a refrigerant identifier coupled to one of the sample ports and coupled through solenoid-actuated valves to the recharging/recycling apparatus.	07/22/1999	Issued 02/13/2001
7,845,178 (US)	A/C MAINTENANCE SYSTEM USING HEAT TRANSFER FROM THE CONDENSER TO THE OIL SEPARATOR FOR IMPROVED EFFICIENCY	An apparatus and methodology are provided for advantageously increasing heat transfer between the evaporator/oil separator ("accumulator") and condenser of a refrigerant recovery/recycling system, to increase the efficiency of the system and to simplify the system.	12/19/2006	Issued 12/07/2010
7,841,363 (US)	MODULAR UPGRADEABLE PNEUMATIC/HYDRAULIC MANIFOLD	An upgradeable A/C maintenance system and methodology is provided including one or more modular manifolds for mounting and fluidly connecting several components.	04/03/2007	Issued 11/30/2010

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
8,122,731 (US)	METHOD AND APPARATUS FOR CLEARING OIL INJECT CIRCUIT FOR CHANGING OIL TYPES	A refrigerant recovery unit is provided that can clear oil from an oil inject path in order to prepare the unit to switch over to a different kind of oil.	10/20/2008	Issued 02/28/2012
7,854,130 (US)	INTERNAL CLEARING FUNCTION FOR A REFRIGERANT RECOVERY/RECHARGE MACHINE	An apparatus and method providing a refrigeration servicing system that comprises a clean refrigerant source, a recovery circuit and a flushing circuit.	11/30/2005	Issued 12/21/2010
7,937,957 (US)	METHOD FOR USING HIGH PRESSURE REFRIGERANT FOR LEAK CHECKING A SYSTEM	A method for using refrigerant to check for a leak in a refrigerant system is provided that establishing fluid communication between a refrigerant recovery unit and a refrigerant system.	05/05/2008	Issued 05/10/2011
7,421,848 (US)	AUTOMATED HOSE CLEARING AFTER REFRIGERANT CHARGING METHOD	An automated hose clearing after refrigerant charge method and appropriate apparatus is provided. The method includes detecting a pressure differential between the interiors of a high and low pressure hose on an air conditioning charging unit, determining if a pressure differential exceeds a predetermined threshold and temporarily providing fluid communication between the interiors of the high and low pressure hoses.	11/10/2005	Issued 09/09/2008

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
6,202,433 (US)	PROTECTION SYSTEM FOR REFRIGERANT IDENTIFICATION DETECTOR	A flow control system allows sampling of refrigerant from a refrigerant recovery inlet of the system or, alternatively, the refrigerant recovery tank. Refrigerant selected from either source is metered and oil is filtered therefrom to provide a clean vapor refrigerant sample to a refrigerant identification detector. Oil separated from the refrigerant is returned to the oil drain of the main system for collection. In a preferred embodiment, a first conduit having a pressure control valve is coupled from a refrigerant inlet to the refrigerant recovery and recharging system.	10/05/1999	Issued 03/20/2001
6,138,462 (US)	REFRIGERANT RECOVERY AND RECHARGING SYSTEM WITH AUTOMATIC OIL DRAIN	A conduit is coupled to an oil accumulator with an orifice coupled in series with the conduit for limiting the flow of oil therethrough. A pressure sensor is coupled to the conduit for measuring the pressure in the conduit. An oil drain control solenoid valve is coupled to an electrical circuit also coupled to the pressure sensor for selectively opening the oil drain for the draining of oil into a collection tank without losing refrigerant.	03/19/2009	Issued 10/31/2000

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
6,134,899 (US)	REFRIGERANT RECOVERY AND RECHARGING SYSTEM WITH AUTOMATIC AIR PURGING	Conduits are coupled to a supply tank of refrigerant to allow the sensing of the amount of air present in the refrigerant tank and, upon the detection of air, the purging of air from the tank with a minimal loss of refrigerant. Preferably, the conduits include flow restrictors such as orifices and solenoid valves controlled by a microprocessor to sequentially sample and purge air from the refrigerant tank as required.	03/19/1999	Issued 10/24/2000
6,134,896 (US)	BACKGROUND TANK FILL	A refrigerant servicing system includes a main supply tank of refrigerant and an auxiliary tank which is coupled to the main tank by a valve which is selectively controlled by a circuit also coupled to weight and pressure sensors to assure the main tank has a level of refrigerant adequate for providing a continuous supply of refrigerant during servicing.	03/19/1999	Issued 10/24/2000

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
5,603,223 (US)	REFRIGERANT HANDLING WITH LUBRICANT SEPARATION AND DRAINING	In a refrigerant recovery system, a refrigerant compressor has an inlet for connection to a source of refrigerant to be recovered and an outlet for connection to a refrigerant storage container. A separator is connected in series with the compressor for separating lubricant from refrigerant either before or after passage of the refrigerant through the compressor.	01/02/1996	Issued 02/18/1997
5,597,533 (US)	APPARATUS FOR ANALYZING REFRIGERANT PROPERTIES	One or more properties of a refrigerant sample, such as composition, purity or both composition and purity, are analyzed for purposes of refrigerant recovery and reuse by providing a refrigerant cell having a chamber for containing a refrigerant sample and a passage for connecting the chamber to a source of refrigerant in vapor phase.	12/14/1995	Issued 01/28/1997.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
5,469,714 (US)	METHOD AND APPARATUS FOR ANALYZING REFRIGERANT PROPERTIES	One or more properties of a refrigerant are analyzed by evacuating a refrigerant sample vessel, drawing a refrigerant vapor sample into the vessel, and condensing the refrigerant sample within the vessel for measurement and indication of one or more desired properties of the liquid refrigerant sample. By drawing the sample refrigerant in vapor phase rather than liquid phase, the sample will be relatively free of lubricant, particulate or water contamination. The sample vessel can be readily cleaned by simple evacuation in preparation for the next measurement cycle.	09/30/1994	Issued 11/28/1995

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
5,371,019 (US)	METHOD AND APPARATUS FOR ANALYZING REFRIGERANT PROPERTIES	One or more properties of a refrigerant are analyzed by evacuating a refrigerant sample vessel, drawing a refrigerant vapor sample into the vessel, and condensing the refrigerant sample within the vessel for measurement and indication of one or more desired properties of the liquid refrigerant sample. By drawing the sample refrigerant in vapor phase rather than liquid phase, the sample will be relatively free of lubricant, particulate or water contamination. The sample vessel can be readily cleaned by simple evacuation in preparation for the next measurement cycle.	12/02/1993	Issued 12/06/1994.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
5,285,647 (US)	REFRIGERANT HANDLING SYSTEM WITH AIR PURGE AND MULTIPLE REFRIGERANT CAPABILITIES	A refrigerant handling system that includes a closed vessel for storing refrigerant and an apparatus for determining quantity of air captured within the vessel. A first sensor is operatively coupled to the vessel for providing a first electrical signal as a function of air/refrigerant vapor pressure within the vessel, and a second sensor is operatively coupled to the vessel for providing a second electrical signal as a function of air/refrigerant vapor temperature within the vessel.	03/08/1993	Issued 02/15/1994.
5,248,125 (US)	REFRIGERANT SERVICE SYSTEM WITH SELF-SEALING COUPLING	A self-sealing coupling for connection to a fluid fitting having an open end of predetermined configuration includes an adapter having an axial passage and an open end contour to be received over the open end of the fitting.	04/02/1992	Issued 09/28/1993.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
5,211,024 (US)	REFRIGERANT FILTRATION SYSTEM WITH FILTER CHANGE INDICATION	Apparatus for purification of a single refrigerant type, or of differing refrigerant types having differing density and moisture solubility characteristics, that includes a filter/drier unit for removing water from refrigerant passing therethrough and having a predetermined water absorption capacity.	04/20/1992	Issued 05/18/1993.
5,209,653 (US)	VACUUM PUMP	A vacuum pump that includes an electric motor and a pump module mounted to the motor housing with the motor shaft being rotatably coupled to a pumping mechanism within the pump module.	01/17/1992	Issued 05/11/1993.
5,203,177 (US)	REFRIGERANT HANDLING SYSTEM WITH INLET REFRIGERANT LIQUID/VAPOR FLOW CONTROL	A refrigerant recovery system includes a compressor and an evaporator connected to the compressor inlet for evaporating refrigerant passing therethrough to the compressor inlet from refrigerant equipment under service.	11/25/1991	Issued 04/20/1993.

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
5,182,918 (US)	REFRIGERANT RECOVERY SYSTEM	A refrigerant recovery system that includes a refrigerant accumulator having an inlet port for connection to the liquid port of equipment from which refrigerant is to be recovered, a vapor outlet port and a liquid outlet port.	05/26/1992	Issued 02/02/1993.
5,172,562 (US)	REFRIGERANT RECOVERY, PURIFICATION AND RECHARGING SYSTEM AND METHOD	In a combined recovery, purification and recharging system, a refrigerant compressor has an inlet coupled to a recovery control valve for connection to a refrigeration system under service from which refrigerant is to be recovered, purified and recharged into the system.	09/10/1991	Issued 12/22/1992.
5,158,747 (US)	APPARATUS FOR IDENTIFYING AND DISTINGUISHING DIFFERENT REFRIGERANTS	Apparatus for identifying and distinguishing between at least two different types of refrigerant includes a sample container having a fixed internal volume. Refrigerant to be tested is selectively admitted into the container in a vapor phase, vapor pressure of refrigerant within the container is measured, and admission of refrigerant into the container is terminated when the vapor pressure of refrigerant contained therein reaches a preselected level.	04/26/1991	Issued 10/27/1992.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
7,498,806 (US)	APPARATUS AND METHOD FOR ISOLATING NOISE FROM A SIGNAL	Apparatus and method for isolating noise from a signal A circuit is provided for isolating noise from an input signal to an Analog/Digital (A/D) converter.	06/20/2005	Issued 03/03/2009.
5,367,886 (US)	REFRIGERANT HANDLING SYSTEM WITH AIR PURGE AND SYSTEM CLEARING CAPABILITIES	A refrigerant handling system that includes an air purge chamber and a refrigerant pump for directing refrigerant into the air purge chamber so that the refrigerant collects in liquid phase at a lower portion of the chamber while air and other non-condensibles collect in a vapor space at the upper portion of the chamber over the refrigerant.	08/02/1993	Issued 11/29/1994.
5,261,249 (US)	REFRIGERANT HANDLING SYSTEM WITH AUXILIARY CONDENSER FLOW CONTROL	A refrigerant handling system that includes a compressor and an evaporator for adding heat to refrigerant fed to the compressor inlet. A first condenser is connected to the compressor outlet and disposed in heat exchange relationship to the evaporator for at least partially condensing refrigerant vapor from the compressor outlet by transfer of heat to refrigerant in the evaporator.	11/16/1992	Issued 11/16/1993.

Patent No. **(or Publication No./Application No.)**	**Title**	**Short Description**	**Filing Date**	**Status**
12/960928 (US) (Application No.)	A/C MAINTENANCE SYSTEM USING HEAT TRANSFER FROM THE CONDENSER TO THE OIL SEPARATOR FOR IMPROVED EFFICIENCY	An apparatus and methodology are provided for advantageously increasing heat transfer between the evaporator/oil separator ("accumulator") and condenser of a refrigerant recovery/recycling sys...	12/06/2010	Published on 04/.28/.2011, 2011-0094247 A1
12/916051 (US) (Application No.)	MODULAR UPGRADEABLE PNEUMATIC/HYDRAULIC MANIFOLD	An upgradeable A/C maintenance system and methodology is provided including one or more modular manifolds for mounting and fluidly connecting several components.	10/29/2010	Published on 02/24/2011, 2011-0041540 A1

Patent No. **(or Publication No./Application No.)**	**Title**	**Short Description**	**Filing Date**	**Status**
12/059715 (US) (Application No.)	METHOD FOR RECOVERY AND RECHARGE OF BLEND REFRIGERANTS WITH BLEND SENT FOR RECLAMATION	A refrigerant recovery unit that diverts blended refrigerant withdrawn out of a refrigerant system to an external tank outside the refrigerant recovery unit for reclamation includes a recovery circuit coupled on one end to the refrigerant system and coupled on another end to the external tank, a controller in communication with the recovery circuit for controlling a transfer of the refrigerant withdrawn from the refrigerant system to the external tank, and a valve operatively engaged with the controller and the recovery circuit and operable to transfer the refrigerant withdrawn from the refrigerant system to the external tank for recycling or reclamation.	03/31/2008	Published on 10/01/2009. 2009-0241560 A1 Non-final rejection on 08/30/2012.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
8,079,226 (US)	METHOD FOR ACCURATELY RECHARGING A/C SYSTEMS	A refrigerant recovery unit for accurately filling a refrigerant system with a refrigerant is provided which includes a storage vessel for holding refrigerant, sensors to assist in determining the pressure of the refrigerant in the storage vessel, a controller to control the flow of refrigerant from the storage vessel to the refrigerant system to be serviced, and a heating device to heat the refrigerant, which is activated only if heating is required, as determined by data received by the controller.	12/20/2007	Issued 12/20/2011
12/898299 (US) (Application No.)	VACUUM PUMP OIL CHANGING METHOD AND APPARATUS	Refrigerant processing equipment is provided. The refrigerant processing equipment may include: a vacuum pump; an outlet for draining vacuum pump lubricating oil from the vacuum pump; a fluid container; and a conduit configured to provide a fluid connection between the outlet and the container.	10/05/2010	Published 04/05/2012 - 2012-0079839 A1.

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
12/974931 (US) (Application No.)	INTERNAL CLEARING FUNCTION FOR A REFRIGERANT RECOVERY/RECHARGE MACHINE	An apparatus and method providing a refrigeration servicing system that comprises a clean refrigerant source, a recovery circuit and a flushing circuit.	12/21/2010	Published 06/23/2011 – 2011-0146304 A1. Non-final rejection 09/19/2012.
11/709825 (US) (Application No.)	COMPONENT IDENTIFICATION SYSTEM AND METHOD	A component identification system and method, including an identifier associated with a replacement component, a memory to store one or more identifiers for each previously used component corresponding to the replacement component, and a predecessor to compare the identifier of the replacement component with the one or more stored identifiers of each previously used component.	02/23/2007	Published 08/28/2008, 2008-0205910 A1 Non-final rejection 02/23/2012, Request for Reconsideration filed 07/23/2012.

APPENDIX E

Letter of Assurance to SAE International

LETTER OF ASSURANCE

Please return to: SAE IP Department, SAE International, 400 Commonwealth Drive, Warrendale, PA 15096 USA

No License is implied by submission of this Letter of Assurance

PATENT OWNER/ORGANIZATION:

Legal Name of Organization: Robert Bosch GmbH

PATENT OWNER'S CONTACT FOR LICENSE APPLICATION:

Name & Department:

Address:

Telephone: _____ Fax: _____

SAE TECHNICAL REPORT:

Number: J2788
Title: "HFC-134a (R-134a) Recovery/Recycle/Recharging Equipment for Mobile Air-Conditioning Systems"

Number: J2843
Title: "R-1234yf [HFO-: I 234yf] Recovery/Recycle/Recharging Equipment for Flammable Refrigerants for Mobile Air-Conditioning Systems"

PATENT HOLDER'S POSITION REGARDING LICENSING ESSENTIAL PATENT RIGHTS

The Patent Holder believes it owns or controls granted patent(s) and/or pending applications (formerly owned by SPX Corporation) which it believes could potentially be infringed by compliance with the proposed SAE Technical Report. Patent Holder states that its position with respect to licensing such patent(s) is as follows:

To the extent that a claim is essential to practicing either the SAE J2788 or J2843 standards, a license will be made available, on a claim by claim basis, as required for compliance with the SAE J2788 and J2843 standards, to applicants under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

A license that includes a reciprocity requirement, field of use restrictions or termination upon withdrawal of Proposed Technical Report shall not be deemed unreasonable.

SIGNATURE

Print name of authorized person: _____

Title of authorized person: _____

Signature of authorized person: _____ Date: _____

APPENDIX F

SPX Patent Lawsuit Patents

APPENDIX F
SPX PATENT LAWSUIT PATENTS

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
5,335,512 (US)	REFRIGERANT RECOVERY DEVICE	A single pass refrigerant recovery device recovers refrigerant from a refrigeration system. The device includes at least one hose for withdrawing refrigerant from the refrigeration systemand a first oil separator disposed downstream of the refrigerant hose. A filter is disposed downstream from the oil separator and a compressor is disposed downstream from the filter. A second oil separator is disposed downstream from the compressor, and the condenser is disposed downstream from the second oil separator. A moisture indicator is disposed downstream from the condenser, and a storage tank is disposed downstream from the moisture indicator. The refrigerant recovery device also contains an oil return line having a first end disposed downstream from the second oil separator, and a second end disposed upstream from the compressor.	12/07/1992	Issued 08/09/1994

Patent No. (or Publication No./Application No.)	**Title**	**Short Description**	**Filing Date**	**Status**
6,442,963 (US)	NON-CONDENSABLE PURGE TECHNIQUE USING REFRIGERANT TEMPERATURE OFFSET	In a refrigerant recycling system non-condensables are purged from a recovery vessel which stores refrigerant recovered from a vehicular refrigeration system. A programmed controller controls operation of a purge valve for purging to atmosphere non-condensables in the recovered refrigerant in accordance with a purge routine, wherein the temperature in the recovery vessel is measured, and a look-up table is consulted to ascertain a target pressure corresponding to the measured temperature plus an offset, and the pressure in the recovery vessel is measured.	06/22/2001	Issued 09/03/2002

Patent No. (or Publication No./Application No.)	Title	Short Description	Filing Date	Status
7,726,137 (US)	METHOD AND APPARATUS FOR REFRIGERANT RECOVERY UNIT FILTER DRYER MAINTENANCE	A method and apparatus for ensuring a user to change a filter dryer of a refrigerant recovery unit having a refrigerant determining module that is configured to determine a condition of the refrigerant or an amount of refrigerant that has passed through the filter dryer, or a condition of the filter dryer, an alert device that notifies the user to change the filter dryer in response to the condition, a pressure module that regulates the pressure in the filter dryer, and a pressure-sensing device that is configured to detect a change of pressure in response to filter dryer maintenance.	06/30/2006	Issued 06/01/2010
5,388,416 (US)	REFRIGERANT HANDLING METHOD WITH AIR PURGE AND SYSTEM CLEARING CAPABILITIES	A refrigerant handling system that includes an air purge chamber and a refrigerant pump for directing refrigerant into the air purge chamber so that the refrigerant collects in liquid phaseat a lower portion of the chamber while air and other non-condensibles collect in a vapor space at the upper portion of the chamber over the refrigerant.	07/25/1994	Issued 02/14/1995

APPENDIX G

Sample Notification Letter

To Whom It May Concern:

Robert Bosch GmbH is happy to announce that it has completed its acquisition of the Services Solutions business of SPX Corp. We are excited to welcome the Robinair brand of air conditioning service equipment to the Bosch family of products. Bosch looks forward to working with you to continue bringing Robinair products to our customers.

Version for Distributors Continues:
One thing that Bosch will not do, however, is to require distributors either to carry or advertise only the Robinair brand of ACS equipment on an exclusive basis. Although you are not required to carry or advertise any other brand of ACS equipment if you choose not to do so, Bosch will not enforce any provision in your agreement that would prevent you from doing so. Bosch generally does not use such provisions in its automotive aftermarket business, and as part of the Federal Trade Commission's review of the SPX acquisition, Bosch willingly offered to agree not to enforce such exclusivity provisions or to enter into them in the future. Bosch's agreement with the FTC and the FTC's order are available at [insert URL].

Version for Service Providers Continues:
One thing that Bosch will not do, however, is to require service providers to service only the Robinair brand of ACS equipment. Although you are not required to service any other brand of ACS equipment if you choose not to do so, Bosch will not enforce any provision in your agreement that would prevent you from doing so. Bosch generally does not use such provisions in its automotive aftermarket business, and as part of the Federal Trade Commission's review of the SPX acquisition, Bosch willingly offered to agree not to enforce such exclusivity provisions or to enter into them in the future. Bosch's agreement with the FTC and the FTC's order are available at [insert URL].

Thank you again for your work on Robinair products. We look forward to working together.

CONFIDENTIAL APPENDIX H

List of Third Parties With Agreements Described in Paragraph III.A.

REDACTED FROM THE PUBLIC VERSION

BUT INCORPORATED BY REFERENCE

CONFIDENTIAL APPENDIX I

List of Third Parties described in Paragraph IV

REDACTED FROM THE PUBLIC VERSION

BUT INCORPORATED BY REFERENCE