

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Lina M. Khan, Chair**
 Noah Joshua Phillips
 Rebecca Kelly Slaughter
 Christine S. Wilson
 Alvaro M. Bedoya

_____)	
In the Matter of)	
)	
Tractor Supply Company,)	DECISION AND ORDER
a corporation, and)	Docket No. C-
)	
Orscheln Farm and Home LLC,)	
a limited liability company.)	
_____)	

DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of the proposed merger of Respondent Tractor Supply Company with Respondent Orscheln Farm and Home LLC. The Commission’s Bureau of Competition prepared and furnished to Respondents the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

Respondents and the Bureau of Competition executed an Agreement Containing Consent Orders (“Consent Agreement”) containing (1) an admission by Respondents of all the jurisdictional facts set forth in the Draft Complaint, (2) a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission’s Rules, and (4) a proposed Decision and Order and Order to Maintain Assets.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the said Acts, and that a complaint should issue stating its charges in that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments; at the same time, it issued and served its Complaint and Order to Maintain Assets. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34,

16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings:

1. Respondent Tractor Supply Company is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its executive offices and principal place of business located at 5401 Virginia Way, Brentwood, Tennessee 37027.
2. Respondent Orscheln Farm and Home LLC is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Missouri with its executive offices and principal place of business located at 1800 Overcenter Drive, Moberly, Missouri 65270.
3. Bomgaars Supply, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Iowa with its executive offices and principal place of business located at 1805 Zenith Drive, Sioux City, Iowa 51103.
4. Buchheit Enterprises, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Missouri with its executive offices and principal place of business located at 33 PCR 540, Perryville, Missouri 63775.
5. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents and the proceeding is in the public interest.

ORDER

I. Definitions

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

- A. “Tractor Supply” means Tractor Supply Company, its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Tractor Supply Company, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Orscheln” means Orscheln Farm and Home LLC, its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Orscheln Farm and Supply LLC, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Bomgaars” means Bomgaars Supply, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Bomgaars Supply, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

- D. “Buchheit” means Buchheit Enterprises, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Buchheit Enterprises, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- E. “Respondents” means Tractor Supply and Orscheln individually and collectively.
- F. “Acquirer” means (1) Bomgaars, (2) Buchheit, or (3) any other person that the Commission approves to acquire any of the Farm Store Assets pursuant to this Order.
- G. “Bomgaars Divestiture Agreement” means the Asset Purchase Agreement by and between Orscheln Farm and Home LLC, Bomgaars Supply, Inc., and Tractor Supply Company, dated as of September 20, 2022, and all amendments, exhibits, attachments, agreements, and schedules thereto, attached to this Decision and Order as Nonpublic Appendix A.
- H. “Buchheit Divestiture Agreement” means the Asset Purchase Agreement by and between Orscheln Farm and Home LLC, Buchheit Enterprises, Inc., and Tractor Supply Company, dated as of September 20, 2022, and all amendments, exhibits, attachments, agreements, and schedules thereto, attached to this Decision and Order as Nonpublic Appendix B.
- I. “Business Information” means books, records, data, and information, wherever located and however stored, including documents, written information, graphic materials, and data and information in electronic format. Business Information includes books, records, data, and information relating to sales, marketing, logistics, products, pricing, promotions, advertising, personnel, accounting, business strategy, information technology systems, customers, suppliers, vendors, research and development, registrations, licenses, and permits, and operations.
- J. “Confidential Information” means all Business Information and knowledge of employees not in the public domain, except for any information that was or becomes generally available to the public other than as a result of disclosure by Respondents.
- K. “Consent” means an approval, consent, ratification, waiver, or other authorization.
- L. “Contract” means an agreement, contract, lease, license agreement, consensual obligation, promise or undertaking with one or more third parties, whether written or oral and whether express or implied, and whether or not legally binding.
- M. “Direct Cost” means the cost of labor, goods and materials, travel, and other expenditures. The cost of any labor included in Direct Cost shall not exceed the hours of labor provided times the then-current average hourly wage rate, including benefits, for the employee providing such labor.

- N. “Divestiture Agreement” means the (1) Bomgaars Divestiture Agreement, (2) Buchheit Divestiture Agreement, (3) Moberly Divestiture Agreement, or (4) any agreement between Respondents (or a Divestiture Trustee appointed pursuant to Section IX of this Order) and an Acquirer to purchase any of the Farm Store Assets, and all amendments, exhibits, attachments, agreements, and schedules thereto.
- O. “Divestiture Date” means a date on which Respondents divest Farm Store Assets to an Acquirer as the context requires.
- P. “Divestiture Trustee” means the Person appointed by the Commission pursuant to Section IX of this Order.
- Q. “Employee Information” means for each Farm Store Employee, to the extent permitted by law, the following information summarizing the employment history of each employee that includes:
1. Name, job title or position, date of hire, and effective service date;
 2. Specific description of the employee’s responsibilities;
 3. The employee’s base salary or current wages;
 4. Most recent bonus paid, aggregate annual compensation for the last fiscal year, and current target or guaranteed bonus, if any;
 5. Written performance reviews for the past three years, if any;
 6. Employment status (*i.e.*, active or on leave or disability; full-time or part-time);
 7. Any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and
 8. At an Acquirer’s option, copies of all employee benefit plans and summary plan descriptions (if any) applicable to the employee.
- R. “Equipment” means all tangible personal property (other than inventories), including all: fixtures, furniture, computer equipment and third-party software, office equipment, telephone systems, security systems, registers, credit card systems, credit card invoice printers and electronic point of sale devices, money order machines and money order stock, shelving, display racks, walk-in boxes, furnishings, signage, parts, tools, supplies, and all other items of equipment or tangible personal property of any nature, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part, to the extent such warranty is transferrable, and all maintenance records and other related documents.

- S. “Excluded Assets” means the assets identified on Appendix D of this Order.
- T. “Farm Store” means a brick-and-mortar retail store that offers their customers a broad, in-store assortment of products to meet their farming, ranching, or other rural lifestyle needs, including each of the following: feed and supplies to care for large animals, (including livestock), pet food and supplies, equipment and tools used for farm or lawn and gardening maintenance, workwear, home goods, and fencing.
- U. “Farm Store Assets” means all of Respondents’ rights, title, and interest in and to all property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, used in, or relating to the Farm Store Business, including:
1. All real property interests (including fee simple interests and real property leasehold interests), including all easements, and appurtenances, together with all buildings and other structures, facilities, and improvements located thereon, owned, leased, or otherwise held;
 2. All Equipment;
 3. At an Acquirer’s option, any, or all inventories;
 4. All accounts receivable;
 5. All Intellectual Property;
 6. All Contracts and all outstanding offers or solicitations to enter into any Contract, and all rights thereunder and related thereto;
 7. All Governmental Authorizations and all pending applications therefor or renewals thereof, to the extent transferable;
 8. All Business Information; and
 9. All intangible rights and property, including going concern value, goodwill, and telephone and telecopy listings;
- Provided, however,* that the Farm Store Assets need not include the (x) Excluded Assets or (y) Retained Intellectual Property.
- V. “Farm Store Business” means all business activities conducted by Orscheln prior to the Merger Date at or relating to (1) the Farm Store locations identified on Appendix E and Appendix F to this Order and (2) the Moberly Distribution Center.
- W. “Farm Store Employee” means each full-time, part-time, or contract individual employed by Orscheln whose job responsibilities relate or related to the Farm Store Business at any time after February 17, 2021.

- X. “Governmental Authorization” means a Consent, license, registration, or permit issued, granted, given, or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement.
- Y. “Intellectual Property” means all intellectual property, including: (1) commercial names, all assumed fictional business names, trade names, “doing business as” (d/b/a names), registered and unregistered trademarks, service marks and applications, and trade dress; (2) all patents, patent applications and inventions and discoveries that may be patentable; (3) all registered and unregistered copyrights in both published works and unpublished works; (4) all rights in mask works; (5) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints; (6) and all rights in internet web sites and internet domain names presently used.
- Z. “Merger” means the proposed merger described in the Agreement and Plan of Merger by and among Orscheln Farm and Home LLC, Tractor Supply Company, Harvest MergeCo, LLC and Orscheln Management Co. (solely in its capacity as Representative member), dated February 17, 2021.
- AA. “Merger Date” means the date the Respondents consummate the Merger.
- BB. “Moberly Divestiture Agreement” means the Purchase and Sale Agreement With Joint Escrow Instruction by and between Orscheln Farm and Home LLC, Bomgaars Supply, Inc., dated as of September 20, 2022, and all amendments, exhibits, attachments, agreements, and schedules thereto, attached to this Decision and Order as Nonpublic Appendix C.
- CC. “Moberly Distribution Center” means the distribution center located at 1515 Omar Bradley Drive, Moberly, Missouri 65270, and the support center located at 1800 Overcenter Drive, Moberly, Missouri 65270.
- DD. “Monitor” means any Person appointed by the Commission to serve as a monitor pursuant to this Order or the Order to Maintain Assets.
- EE. “Person” means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.
- FF. “Relevant Area” means a 60-mile radius from any of the store locations identified on Appendix G.
- GG. “Retained Intellectual Property” means any owned or licensed (as licensor or licensee) Intellectual Property (not included in the Excluded Assets) relating to both the operation of the Farm Store Business and any other business owned by Orscheln prior to the Merger.

- HH. “Transitional Assistance” means services and support as required by an Acquirer to facilitate the transfer of the Farm Store Business and operation of the Farm Store Assets, including services and support related to payroll, employee benefits, accounting, information technology systems, back-office and front-office systems (including inventory and price management), purchasing, distribution, warehousing, and use of trademarks or trade names for transitional purposes.
- II. “Transition Manager” means a senior employee of Respondents who has no operational responsibilities regarding the Respondents’ retail outlets.

II. Divestiture

IT IS FURTHER ORDERED that:

- A. Respondents shall:
1. No later than 10 days after the Merger Date, divest, as ongoing businesses, absolutely and in good faith, the Farm Store Assets relating to the (a) Farm Stores identified on Appendix E of this Order to Bomgaars and (b) Farm Stores identified on Appendix F of this Order to Buchheit; and
 2. No later than 10 days after completing the requirements of Paragraph II.C, divest, as an ongoing business, absolutely and in good faith, the Farm Store Assets relating to the Moberly Distribution Center to Bomgaars.

Provided, however, that if Business Information relating to any of the Farm Store Assets includes information (i) that also relates to other retained businesses of Respondents and cannot be segregated in a manner that preserves the usefulness of the information as it relates to such Farm Store Assets or (ii) where Respondents have a legal obligation to retain the original copies, then Respondents may provide copies of the Business Information (with redactions as appropriate) and shall provide an Acquirer access to the original materials if copies are insufficient for regulatory or evidentiary purposes; and

Provided, further, that, if within 12 months after issuing the Order, the Commission determines, in consultation with an Acquirer and the Monitor, should one be appointed, that the Acquirer needs one or more Excluded Assets to operate any of the Farm Store Assets in a manner that achieves the purposes of the Order, Respondents shall divest, absolutely and in good faith, such needed Excluded Assets to the Acquirer.

- B. If, at the time the Commission determines to make this Order final, the Commission notifies Respondents that:
1. An Acquirer is not acceptable as the acquirer of the applicable Farm Store Assets, then Respondents shall rescind the divestiture to that Acquirer within 5 days of notification, and shall divest the applicable Farm Store Assets no later than 180

days from the date this Order is issued, as ongoing businesses, absolutely and in good faith, at no minimum price, to a Person that receives the prior approval of the Commission and in a manner that receives the prior approval of the Commission; or

2. The manner in which the Respondents divested the applicable Farm Store Assets to an Acquirer is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to modify the manner of divestiture of the applicable Farm Store Assets as the Commission may determine is necessary to satisfy the requirements of this Order.
- C. Respondents shall act diligently to separate as soon as possible the operations of the Orscheln Farm Stores that Tractor Supply will acquire in the Merger (excluding those divested to an Acquirer) from the operation of the Moberly Distribution Center, and in any event, shall completely separate the operations of the Moberly Distribution Center from:
1. At least 12 of the Orscheln Farm Stores no later than April 30, 2023;
 2. At least 40 of the Orscheln Farm Stores no later than July 31, 2023;
 3. At least 60 of the Orscheln Farm Stores no later than October 31, 2023; and
 4. All the Orscheln Farm Stores no later than December 31, 2023.
- D. Respondents shall grant a license to each Acquirer under any Retained Intellectual Property that is needed for the Acquirer to operate the relevant Farm Store Business.
- E. Respondents shall obtain, no later than the applicable Divestiture Date and at their sole expense, all Consents from third parties and all Governmental Authorizations that are necessary to effect the complete transfer and divestiture of the relevant Farm Store Assets to each Acquirer and for such Acquirer to operate any aspect of the relevant Farm Store Business;

Provided, however:

1. Respondents may satisfy the requirement to obtain all Consents from third parties by certifying that the Acquirer has entered into equivalent agreements or arrangements directly with the relevant third party that are acceptable to the Commission, or has otherwise obtained all necessary Consents and waivers; and
2. With respect to any Governmental Authorization relating to any Farm Store Assets that are not transferable, Respondents shall, to the extent permitted under applicable law, allow the Acquirer to operate the relevant Farm Store Assets under Respondents' Governmental Authorization pending the Acquirer's receipt of its own Governmental Authorization, and Respondents shall provide such

assistance as the Acquirer may reasonably request in connection with its efforts to obtain such Governmental Authorization.

- F. Respondents shall assist each prospective Acquirer to conduct a due diligence investigation of the applicable Farm Store Assets and Farm Store Business, including by providing sufficient and timely access to all information customarily provided as part of a due diligence process, and affording each Acquirer and its representatives (including prospective lenders and their representatives) full and free access, during regular business hours, to the personnel, assets, Contracts, Governmental Authorizations, Business Information, and other documents and data relating to the applicable Farm Store Business, with such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Respondents.

III. Divestiture Agreement

IT IS FURTHER ORDERED that:

- A. The Divestiture Agreement shall be incorporated by reference into this Order and made a part hereof, and any failure by Respondents to comply with the terms of the Divestiture Agreement shall constitute a violation of this Order;

Provided, however, that the Divestiture Agreement shall not limit, or be construed to limit, the terms of this Order. To the extent any provision in the Divestiture Agreement varies from or conflicts with any provision in the Order such that Respondents cannot fully comply with both, Respondents shall comply with the Order.

- B. Respondents shall not modify or amend the terms of the Divestiture Agreement after the Commission issues the Order without the prior approval of the Commission, except as otherwise provided in Commission Rule 2.41(f)(5), 16 C.F.R. § 2.41(f)(5).

IV. Transitional Assistance

IT IS FURTHER ORDERED that:

- A. Until Respondents have transferred all Business Information included in the Farm Store Assets, Respondents shall ensure that the Business Information is maintained and updated in the ordinary course of business and shall provide an Acquirer with access to records and information (wherever located and however stored) that Respondents have not yet transferred to the Acquirer, and to employees who possess the records and information.
- B. Respondents shall appoint a Transition Manager who is responsible for directing the provision of Transitional Assistance to each Acquirer and a Transition Manager who is responsible for directing Respondents' compliance with Paragraph II.C of this Order. Respondents shall provide each Transition Manager with the authority necessary to carry out their duties under this Paragraph IV.B.

- C. At the option of an Acquirer, Respondents shall provide the Acquirer with Transitional Assistance sufficient to (1) transfer efficiently the relevant Farm Store Assets to the Acquirer and (2) enable the Acquirer to operate the applicable Farm Store Business and Farm Store Assets in a manner that is equivalent in all material respects to the manner in which Respondents did so prior to the Merger.
- D. Respondents shall provide Transitional Assistance:
1. As set forth in the relevant Divestiture Agreement, or as otherwise reasonably requested by an Acquirer (whether before or after the applicable Divestiture Date);
 2. At the price set forth in the relevant Divestiture Agreement, or if no price is set forth, at no more than Direct Cost; and
 3. For a time period sufficient to meet the requirements of this Section IV, which shall be with respect to:
 - (a) Bomgaars, for up to 15 months after the date that Respondents divest the Farm Store Assets relating to the Farm Stores identified on Appendix E of this Order to Bomgaars; and
 - (b) Buchheit, for up to 6 months after the date that Respondents divest the Farm Store Assets relating to the Farm Stores identified on Appendix F of this Order to Buchheit;
- Provided, however,* that within 15 days after a request by an Acquirer, Respondents shall file with the Commission a request for prior approval to extend the term for providing Transitional Assistance as the Acquirer requests in order to achieve the purposes of this Order.
- E. Respondents shall allow an Acquirer to terminate, in whole or part, any Transitional Assistance provisions of the relevant Divestiture Agreement upon commercially reasonable notice and without cost or penalty.
- F. Respondents shall not cease providing Transitional Assistance due to a breach by an Acquirer of the relevant Divestiture Agreement, and shall not limit any damages (including indirect, special, and consequential damages) that an Acquirer would be entitled to receive in the event of Respondents' breach of the relevant Divestiture Agreement.

V. Employees

IT IS FURTHER ORDERED that:

- A. Until 6 months after a Divestiture Date, Respondents shall cooperate with and assist an Acquirer to evaluate independently and offer employment to each Farm Store Employee relating to the Farm Store Assets divested to the Acquirer on that Divestiture Date.
- B. Until 6 months after the applicable Divestiture Date, Respondents shall:
 - 1. No later than 10 days after a request from an Acquirer, provide a list of all applicable Farm Store Employees and provide Employee Information for each;
 - 2. No later than 10 days after a request from an Acquirer, provide the Acquirer an opportunity to privately interview any applicable Farm Store Employee outside the presence or hearing of any employee or agent of any Respondent, and to make offers of employment to any applicable Farm Store Employee;
 - 3. Remove any impediments within the control of Respondents that may deter any applicable Farm Store Employee from accepting employment with an Acquirer, including, but not limited to, removal of any non-compete or confidentiality provisions of employment or other contracts with Respondents that may affect the ability or incentive of those individuals to be employed by the applicable Acquirer, and shall not make any counteroffer to a Farm Store Employee who receives an offer of employment from the applicable Acquirer;
Provided, however, that nothing in this Order shall be construed to require Respondents to terminate the employment of any employee or prevent Respondents from continuing the employment of any employee;
 - 4. Continue to provide Farm Store Employees employed by Respondents with compensation and benefits, including regularly scheduled raises and bonuses and the vesting of benefits;
 - 5. Provide reasonable financial incentives for Farm Store Employees to continue in their positions, as may be necessary, to facilitate the employment of such Farm Store Employees by an Acquirer; and
 - 6. Not interfere, directly or indirectly, with the hiring or employing by an Acquirer of any applicable Farm Store Employee, not offer any incentive to such employees to decline employment with the Acquirer, and not otherwise interfere with the recruitment of any applicable Farm Store Employee by the Acquirer.
- C. Respondents shall not, for a period of one year after divesting any of the Farm Store Assets pursuant to Paragraph II.A of this Order, directly or indirectly, solicit or otherwise attempt to induce any Farm Store Employee who has accepted an offer of employment

with the applicable Acquirer in connection with such divestiture to terminate his or her employment with the Acquirer; *provided, however*, Respondents may:

1. Hire any such Farm Store Employee whose employment has been terminated by the Acquirer;
 2. Advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search activities, in either case not targeted specifically at one or more Farm Store Employee employed by the Acquirer; or
 3. Hire a Farm Store Employee who has applied for employment with Respondents, as long as such application was not solicited or induced in violation of this Section V.
- D. Respondent shall not enforce any non-compete provision or non-compete agreement against any individual who seeks or obtains a position with the Farm Store Business or does business with the Farm Store Business.

VI. Asset Maintenance

IT IS FURTHER ORDERED that Respondents shall, subject to their obligations under the Order to Maintain Assets, ensure that the Farm Store Assets relating to each Farm Store identified on Appendix E and Appendix F and the Moberly Distribution Center are operated and maintained in the ordinary course of business consistent with past practices until such assets are fully transferred to the relevant Acquirer, and during such period shall:

- A. Take all actions necessary to maintain the full economic viability, marketability, and competitiveness of the Farm Store Business and related Farm Store Assets, to minimize the risk of any loss of their competitive potential, to operate them in a manner consistent with applicable laws and regulations, and to prevent their destruction, removal, wasting, deterioration, or impairment (other than as a result of ordinary wear and tear);
- B. Not sell, transfer, encumber, or otherwise impair the Farm Store Business and related Farm Store Assets (other than in the manner prescribed in this Order and the Order to Maintain Assets) or take any action that lessens their full economic viability, marketability, or competitiveness;
- C. Not terminate the operations of any part of the Farm Store Business and related Farm Store Assets, and shall conduct or cause to be conducted the operations of the Farm Store Business and related Farm Store Assets in the ordinary course of business and in accordance with past practice (including regular repair and maintenance efforts) and as may be necessary to preserve the full economic viability, ongoing operations, marketability, and competitiveness of the Farm Store Business and related Farm Store Assets; and

- D. Use best efforts to preserve the existing relationships with suppliers, customers, employees, governmental authorities, vendors, landlords, and others having business relationships with the Farm Store Business and related Farm Store Assets.

Provided, however, that Respondents may take actions that an Acquirer has requested or agreed to in writing and that have been approved in advance by Commission staff, in all cases to facilitate the Acquirer's acquisition of the applicable Farm Store Assets and consistent with the purposes of this Order and the Order to Maintain Assets.

VII. Confidentiality

IT IS FURTHER ORDERED that:

- A. Respondents shall not (1) disclose (including to Respondents' employees) or (2) use for any reason or purpose, any Confidential Information received or maintained by Respondents relating to the Farm Store Assets, Farm Store Business, or post-divestiture Farm Store Business; *provided, however,* that Respondents may disclose or use such Confidential Information in the course of:
 - (a) Performing their obligations or as permitted under this Order, the Order to Maintain Assets, or a Divestiture Agreement; or
 - (b) Complying with financial reporting requirements, obtaining legal advice, prosecuting, or defending legal claims, investigations, or enforcing actions threatened or brought against the Farm Store Assets or Farm Store Business, or as required by law or regulation, including any applicable securities exchange rules or regulations.
- B. If disclosure or use of any Confidential Information is permitted to Respondents' employees or to any other Person under Paragraph VII.A of this Order, Respondents shall limit such disclosure or use (1) only to the extent such information is required, (2) only to those employees or Persons who require such information for the purposes permitted under Paragraph VII.A, and (3) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.
- C. Respondents shall enforce the terms of this Section VII and take necessary actions to ensure that their employees and other Persons comply with the terms of this Section VII, including implementing access and data controls, training its employees, and other actions that Respondents would take to protect their own trade secrets and proprietary information.
- D. Respondents shall ensure that employees providing Transition Services to an Acquirer are physically separated from other employees at the Moberly Distribution Center in the manner described in Confidential Appendix H to this Order, and that data regarding the Acquirer is segregated and protected in the information systems at the Moberly

Distribution Center in a manner that prevents access by anyone other than an employee providing Transition Services to the Acquirer.

VIII. Monitor

IT IS FURTHER ORDERED that:

- A. The Commission appoints Larry Appel to serve as Monitor to observe and report on Respondents' compliance with their obligations as set forth in the Orders.
- B. Respondents and the Monitor may enter into an agreement relating to the Monitor's services. Any such agreement:
 - 1. Shall be subject to the approval of the Commission;
 - 2. Shall not limit, and the signatories shall not construe it to limit, the terms of this Section VIII or Section VII of the Order to Maintain Assets ("Monitor Sections"), and to the extent any provision in the agreement varies from or conflicts with any provision in the Monitor Sections, Respondents and the Monitor shall comply with the Monitor Sections; and
 - 3. Shall include a provision stating that the agreement does not limit, and the signatories shall not construe it to limit, the terms of this Order in this matter, and to the extent any provision in the agreement varies from or conflicts with any provision in this Order, Respondents and the Monitor shall comply with this Order.
- C. The Monitor shall:
 - 1. Have the authority to monitor Respondents' compliance with the obligations set forth in this Order;
 - 2. Act in consultation with the Commission or its staff and communicate with staff weekly or as otherwise requested by Commission staff regarding Respondents' compliance with the obligations set forth in this Order;
 - 3. Serve as an independent third party and not as an employee or agent of Respondents or of the Commission;
 - 4. Serve without bond or other security;
 - 5. At the Monitor's option, employ such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities;

6. Enter into a non-disclosure or other confidentiality agreement with the Commission related to Commission materials and information received in connection with the performance of the Monitor's duties and require that each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants shall also enter into a non-disclosure or other confidentiality agreement with the Commission;
7. Notify staff of the Commission, in writing, no later than 5 days in advance of entering into any arrangement that creates a conflict of interest, or the appearance of a conflict of interest, including a financial, professional, or personal conflict. If the Monitor becomes aware of a such a conflict only after it has arisen, the Monitor shall notify the Commission as soon as the Monitor becomes aware of the conflict;
8. Report in writing to the Commission concerning Respondents' compliance with this Order on a schedule as determined by Commission staff, and at any other time requested by the staff of the Commission; and
9. Unless the Commission or its staff determine otherwise, the Monitor shall serve until Commission staff determines that Respondents have satisfied all obligations under Sections II, IV, and VI of this Order, and files a final report.

D. Respondents shall:

1. Cooperate with and assist the Monitor in performing his or her duties for the purpose of reviewing Respondents' compliance with their obligations under this Order, including ensuring at least weekly communications by the Transition Manager(s) to the Monitor and as requested by the Monitor, (a) providing the Monitor full and complete access to personnel, information, and facilities; and (b) making such arrangements with third parties to facilitate access by the Monitor;
2. Not interfere with the ability of the Monitor to perform his or her duties pursuant to this Order;
3. Pay the Monitor's fees and expenses as set forth in an agreement approved by the Commission, or if such agreement has not been approved, pay the Monitor's customary fees, as well as expenses the Monitor incurs performing his or her duties under this Order, including expenses of any consultants, accountants, attorneys, and other representatives and assistants that are reasonably necessary to assist the Monitor in carrying out his or her duties and responsibilities;
4. Not require the Monitor to disclose to Respondents the substance of the Monitor's communications with the Commission or any other Person or the substance of written reports submitted to the Commission pursuant to this Order; and

5. Indemnify and hold the Monitor harmless against any loss, claim, damage, liability, and expense (including attorneys' fees and out of pocket costs) that arises out of, or is connected with, a claim concerning the performance of the Monitor's duties under this Order, unless the loss, claim, damage, liability, or expense results from gross negligence or willful misconduct by the Monitor.
- E. Respondents may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to enter into a customary confidentiality agreement, so long as the agreement does not restrict the Monitor's ability to access personnel, information, and facilities or provide information to the Commission, or otherwise observe and report on the Respondents' compliance with this Order.
 - F. If the Monitor resigns or the Commission determines that the Monitor has ceased to act, has failed to act diligently, or is otherwise unable to continue serving as a Monitor due to the existence of a conflict or other reasons, the Commission may appoint a substitute Monitor. The substitute Monitor shall be afforded all rights, powers, and authorities and shall be subject to all obligations of the Monitor Sections of this Order. The Commission shall select the substitute Monitor, subject to the consent of the Respondents.

Respondents:

 1. Shall not unreasonably withhold consent to the appointment of the selected substitute Monitor;
 2. Shall be deemed to have consented to the selection of the proposed substitute Monitor if, within 10 days of notice by staff of the Commission of the identity of the proposed substitute Monitor, Respondents have not opposed in writing, including the reasons for opposing, the selection of the proposed substitute Monitor; and
 3. May enter into an agreement with the substitute Monitor relating to the substitute Monitor's services that either (a) contains substantially the same terms as the Commission-approved agreement referenced in Paragraph VIII.B; or (b) receives Commission approval.
 - G. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.

IX. Divestiture Trustee

IT IS FURTHER ORDERED that:

- A. If Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey the Farm Store Assets as required by this Order, the Commission may appoint a trustee ("Divestiture Trustee") to assign, grant,

license, divest, transfer, deliver, or otherwise convey these assets in a manner that satisfies the requirements of this Order.

- B. In the event that the Commission or the Attorney General brings an action pursuant to § 5(I) of the Federal Trade Commission Act, 15 U.S.C. § 45(I), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Section IX shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(I) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.
- C. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within 10 days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- D. Not later than 10 days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestitures required by this Order. Any failure by Respondents to comply with a trust agreement approved by the Commission shall be a violation of this Order.
- E. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Section IX, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
 - 1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed;
 - 2. The Divestiture Trustee shall have one year from the date the Commission approves the trustee trust agreement described herein to accomplish the divestitures, which shall be subject to the prior approval of the Commission. If, however, at the end of the one-year period, the Divestiture Trustee has submitted a plan of divestiture or the Commission believes that the divestitures can be

achieved within a reasonable time, the divestiture period may be extended by the Commission,

Provided, however, the Commission may extend the divestiture period only 2 times;

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered, or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestitures. Any delays in divestitures caused by Respondents shall extend the time for divestitures under this Section IX in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court;
4. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer that receives the prior approval of the Commission as required by this Order,

Provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring person for a divestiture, and if the Commission determines to approve more than one such acquiring person for the divestiture, the Divestiture Trustee shall divest to the acquiring person selected by Respondents from among those approved by the Commission,

Provided further, however, that Respondents shall select such person within 5 days of receiving notification of the Commission's approval;

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondents, and the Divestiture Trustee's power shall be terminated. The

compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order;

6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence or willful misconduct by the Divestiture Trustee;
7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the Divestiture Assets required to be divested by this Order;
8. The Divestiture Trustee shall report in writing to Respondents and to the Commission every 30 days concerning the Divestiture Trustee's efforts to accomplish the divestiture; and
9. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement,

Provided, however, that such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

- F. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.
- G. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Section IX.
- H. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestitures and other obligations or action required by this Order.

X. Prior Approval

IT IS FURTHER ORDERED that Respondents shall not, without the prior approval of the Commission, acquire, directly or indirectly, through subsidiaries, partnerships, or otherwise:

- A. Any ownership or leasehold interest in any facility that has operated as a Farm Store in a Relevant Area within 6 months prior to the date of such proposed acquisition; or
- B. Any stock, share capital, equity, or other interest in any entity that owns any interest in or operates a Farm Store, or owned any interest in or operated a Farm Store in a Relevant Area within 6 months prior to such proposed acquisition.

Provided however, that Respondents are not required to obtain the prior approval of the Commission for the Respondents' construction or opening of new facilities.

XI. Additional Obligations

IT IS FURTHER ORDERED that Respondents shall neither enter into nor enforce any agreement that restricts the ability of any Person to operate a Farm Store at any location formerly owned or operated by Respondents in a Relevant Area.

XII. Bomgaars

IT IS FURTHER ORDERED that Bomgaars shall not:

- A. For a period of 3 years after the applicable Divestiture Date, sell, license, or otherwise convey, through subsidiaries or otherwise, without the prior approval of the Commission, any Farm Store that was divested to Bomgaars pursuant to Section II of this Order to any Person; and
- B. For a period of 7 years after the term of Paragraph XII.A ends, sell, license, or convey, through subsidiaries or otherwise, without the prior approval of the Commission, any Farm Store that was divested to Bomgaars pursuant to Section II of this Order to any Person who owns, or within 6 months prior to such sale date, owned, directly, or indirectly, through subsidiaries or otherwise, a leasehold, ownership interest, or any other interest in whole or in part, in a Farm Store located within a 60-mile radius of the divested Farm Store;

Provided, however, that Bomgaars is not required to obtain prior approval of the Commission under this Section XII for a change of control, merger, reorganization, or sale of all or substantially all of its business.

XIII. Buchheit

IT IS FURTHER ORDERED that Buchheit shall not:

- A. For a period of 3 years after the applicable Divestiture Date, sell, license, or otherwise convey, through subsidiaries or otherwise, without the prior approval of the Commission, any Farm Store that was divested to Buchheit pursuant to Section II to any Person; and

- B. For a period of 7 years after the term of Paragraph XIII.A ends, sell, license, or convey, through subsidiaries or otherwise, without the prior approval of the Commission, any Farm Store that was divested to Buchheit pursuant to Section II of this Order to any Person who owns, or within 6 months prior to such sale date, owned, directly, or indirectly, through subsidiaries or otherwise, a leasehold, ownership interest, or any other interest in whole or in part, in a Farm Store located within a 60-mile radius of the divested Farm Store;

Provided, however, that Buchheit is not required to obtain prior approval of the Commission under this Section XIII for a change of control, merger, reorganization, or sale of all or substantially all of its business.

XIV. Compliance Reports

IT IS FURTHER ORDERED that:

- A. Respondents shall:
1. Notify Commission staff via email at bccompliance@ftc.gov of the Merger Date and of the Divestiture Date of the Farm Store Assets relating to Bomgaars and Buchheit no later than 5 days after the occurrence of each; and
 2. Submit each complete Divestiture Agreement to the Commission at ElectronicFilings@ftc.gov and bccompliance@ftc.gov no later than 30 days after Respondents close on such Divestiture Agreement.
- B. Respondents shall file verified written reports (“Compliance Reports”) in accordance with the following:
1. Respondents shall submit:
 - (a) Interim Compliance Reports 30 days after this Order is issued and every 30 days thereafter until Respondents have fully complied with the provisions of Sections II and IV of this Order;
 - (b) Annual Compliance Reports one year after the date this Order is issued and annually thereafter for the next nine years on the anniversary of that date; and
 - (c) Additional Compliance Reports as the Commission or its staff may request.
 2. Each Compliance Report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondents are in compliance with the Order, including the total number of Orscheln stores separated from the operations of the Moberly Distribution Center as of the date the compliance report is filed. Conclusory statements that Respondents have

complied with their obligations under the Order are insufficient. Respondents shall include in their reports, among other information or documentation that may be necessary to demonstrate compliance, a full description of the measures Respondents have implemented or plan to implement to ensure that they have complied or will comply with each paragraph of this Order.

3. For a period of 5 years after filing a Compliance Report, each Respondent shall retain all material written communications with each party identified in each Compliance Report and all non-privileged internal memoranda, reports, and recommendations concerning fulfilling Respondent's obligations under this Order during the period covered by such Compliance Report. Respondents shall provide copies of these documents to Commission staff upon request.
- C. Respondents shall have each compliance report verified under penalty of perjury in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. If the compliance report is verified by someone other than the Chief Executive Officer, Respondents shall include documentation in the compliance report establishing that the verifier is authorized to verify the compliance report on behalf of the submitting Respondent. Respondents shall file their compliance reports with the Secretary of the Commission at ElectronicFilings@ftc.gov and the Compliance Division at bccompliance@ftc.gov, as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a). In addition, Respondents shall provide a copy of each compliance report to the Monitor if the Commission has appointed one in this matter.

XV. Change in Respondents

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least 30 days prior to:

- A. The proposed dissolution of Tractor Supply Company or Orscheln Farm and Home LLC;
- B. The proposed acquisition, merger, or consolidation of Tractor Supply Company or Orscheln Farm and Home LLC; or
- C. Any other changes in Respondents, including assignment and the creation, sale, or dissolution of subsidiaries, if such changes may affect compliance obligations arising out of the Order.

XVI. Access

IT IS FURTHER ORDERED that for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and 5 days' notice to the relevant Respondent, made to its principal place of business as identified in this Order, registered office of its United States subsidiary, or its headquarters office, the notified

Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

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

XVII. Purpose

IT IS FURTHER ORDERED that the purpose of this Order is to remedy the harm to competition the Commission alleged in its Complaint and to ensure the Acquirer can operate the Farm Store Business in a manner equivalent in all material respects to the manner in which Respondents operated the Farm Store Business prior to the Merger.

XVIII. Term

IT IS FURTHER ORDERED that this Order shall terminate 10 years from the date it is issued.

By the Commission.

April J. Tabor
Secretary

SEAL:

ISSUED:

Nonpublic Appendix A

Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Nonpublic Appendix B

Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Appendix C

Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Appendix D

Excluded Assets

- Cash, cash equivalents, deposits, accounts receivable, other receivables, trade accounts, and pre-paid revenues, except for petty cash
- All contracts except as otherwise agreed between Respondents and an Acquirer
- Warranty rights and claims of Respondents under contracts that arise prior to Divestiture Date
- All trade names and trademarks, including for use in private label products, used corporate-wide, and website content, domain names, or e-mail addresses that contain such trade names or trademarks
- Signage, banners, display, and other assets containing, displaying or otherwise bearing any intellectual property
- Proprietary software, security codes located on any hardware or associated with any computer systems, network systems, point of sale (POS) systems, third-party software (other than software related to the Moberly Distribution Center), and any other software systems and other intangible technology-related services
- Assets relating to or owned by an employee benefit plan (whether held in trust or otherwise)
- Insurance policies and insurance proceeds and awards receivables which arise from or relate to events occurring prior to an applicable Divestiture Date
- Minute books and organizational documents and financial and business records relating to retained business operations

Appendix E

Farm Store Locations

State	City	Store Number	Store Address
Arkansas	Springdale	44	211 N. Maestri Road Springdale, Arkansas 72762
Indiana	Charlestown	112	1085 ½ Market Street Charlestown, Indiana 47111
	Corydon	111	1805 Gardner Lane Corydon, Indiana 47112
	Greenfield	107	1875 East Main Street Greenfield, Indiana 46140
	Lawrenceburg	106	181 South Tanners Creek Drive Lawrenceburg, Indiana 47025
	North Vernon	162	2110 N. State Highway 3 North Vernon, Indiana 47265
	Richmond	108	2100 National Road West Richmond, Indiana 47374
	Scottsburg	126	1326 North Gardner Street Scottsburg, Indiana 47170
	Tell City	134	212 East Highway 66 Tell City, Indiana 47586
	Washington	110	1 Cherry Tree Plaza, Suite 120 Washington, Indiana 47501
Iowa	Fairfield	20	2107 West Burlington Avenue Fairfield, Iowa 52556
	Ottumwa	99	1331 Vaughn Drive Ottumwa, Iowa 52501

State	City	Store Number	Store Address
Kansas	Atchison	80	605 S. 10 th Street Atchison, Kansas 66002
	Basehor	157	15256 Wolf Creek Parkway Basehor, Kansas 66007
	Concordia	127	1620 Lincoln Street Concordia, Kansas 66901
	Dodge City	34	1701 North 14 th Avenue Dodge City, Kansas 67801
	El Dorado	69	2908 W. Central Avenue El Dorado, Kansas 67042
	Garden City	55	1309 North Taylor Avenue Garden City, Kansas 67846
	Gardner	172	18710 South Gardner Road Gardner, Kansas 66030
	Goddard	161	20200 West Kellogg Avenue Goddard, Kansas 67052
	Great Bend	31	5320 10 th Street Great Bend, Kansas 67530
	Hays	58	2900 Broadway Avenue Hays, Kansas 67601
	Hutchinson	32	1500 East 11 th Street Hutchinson, Kansas 67501
	Iola	148	1918 North State Street Iola, Kansas 66749
	Lawrence	48	1541 E 23 rd Street Lawrence, Kansas 66046
	Louisburg	147	1160 West Amity Street Louisburg, Kansas 66053
Manhattan	39	427 Hummels Place	

State	City	Store Number	Store Address
			Manhattan, Kansas 66502
	McPherson	60	2204 East Kansas Avenue McPherson, Kansas 67460
	Newton	43	321 Windward Drive Newton, Kansas 67114
	Parsons	21	211 East Main Street Parson, Kansas 67357
	Pratt	33	1601 1 st Street Pratt, Kansas 67124
	Salina	57	360 North Ohio Street #57 Salina, Kansas 67401
	Topeka	37	1133 SW Wanamaker Road Topeka, Kansas 66604
Kentucky	Radcliff	154	135 East Lincoln Trail Radcliff, Kentucky 40160
Missouri	Dexter	47	1525 West Business Highway 60 Dexter, Missouri 63841
	Holden	120	1000 East 10 th Street Holden, Missouri 64040
	Houston	118	1476 South Sam Houston Blvd. Houston, Missouri 65483
	Jane	160	107 Gordon Hollow Road Jane, Missouri 64856
	Marshfield	135	1331 Spur Drive Marshfield, Missouri 65706
	Monroe City	151	1110 Hwy. 24-36 East Unit #50 Monroe City, Missouri 63456
	Poplar Bluff	84	2235 N. Westwood Blvd. Poplar Bluff, Missouri 63901
	Republic	117	1055 US Highway 60 East

State	City	Store Number	Store Address
			Republic, Missouri 65738
	Sedalia	1	2424 South Limit Sedalia, Missouri 65301
	St. Joseph	53	137 North Belt Highway St. Joseph, Missouri 64504
	Sullivan	38	124 East South Service Road Sullivan, Missouri 63080
	Troy	45	1 Lincoln Center, Highway 47 Troy, Missouri 63379
	Warsaw	125	1551 Commercial Street Warsaw, Missouri 65355
	Washington	12	860 Washington Corners Washington, Missouri 63090
	Waynesville	24	110 C W Parker Lane Waynesville, Missouri 65583
Nebraska	Gothenburg	101	716 4 th Street Gothenburg, Nebraska 69138
	Grand Island	115	515 South Webb Road Grand Island, Nebraska 68803
	Hastings	42	1315 West J Street Hastings, Nebraska 68901
	Kearney	25	910 Third Avenue Kearney, Nebraska 68845
	Lexington	100	1701 Plumcreek Parkway Lexington, Nebraska 68850
	Lincoln	63	5640 Cornhusker Highway Lincoln, Nebraska 68507
	McCook	70	1602 North Highway 83 McCook, Nebraska 69001
	Nebraska City	67	2412 South 11 th Street

State	City	Store Number	Store Address
			Nebraska City, Nebraska 68410
	York	27	518 S Lincoln Avenue York, Nebraska 68467
Ohio	Mount Orab	173	206 Sterling Run Blvd Mount Orab, Ohio 45154
Oklahoma	Ada	22	724 Arlington Center Ada, Oklahoma 74820
	Ardmore	86	1925 N. Rockford Road Ardmore, Oklahoma 73401
	Duncan	85	4800 N Highway 81 Duncan, Oklahoma 73533
	Durant	83	2424 West Main Street Durant, Oklahoma 74701
	Muskogee	56	6 East Shawnee Road Muskogee, Oklahoma 74403
	Nowata	156	329 South Ash Street Nowata, Oklahoma 74048
	Okmulgee	23	2000 South Wood Drive Okmulgee, Oklahoma 74447
	Pryor	54	715 North Mill Street Pryor, Oklahoma 74361
Texas	Decatur	178	1200 W U.S. Business Hwy 380 Decatur, Texas 76234
	Sherman	175	2725 Highway 75 North Sherman, Texas 75090
	Waco	177	2701 S. Jack Kultgen Expressway Waco, Texas 76706
	Weatherford	176	102 College Park Drive Weatherford, Texas 76086

Appendix F

Farm Store Locations

State	City	Store Number	Store Address
Arkansas	Jonesboro	163	1817 East Parker Road Jonesboro, Arkansas 72404
	Paragould	137	420 Highway 49 North Paragould, Arkansas 72451
	Pocahontas	138	1966 Highway 62 West Pocahontas, Arkansas 72455
Kentucky	Murray	93	700 A North 12 th Street Murray, Kentucky 42071
Missouri	Blue Springs	174	1100 S Hwy 7 Lot 1 Blue Springs, Missouri 64014
	Columbia	9	3300 Paris Road Columbia, Missouri 65202
	Columbia (South)	158	3910 South Providence Road Columbia, Missouri 65203
	Fulton	11	1310 Business 54 South Fulton, Missouri 65251
	Jefferson City	41	2304 Missouri Boulevard Jefferson City, Missouri 65109
	Kirksville	153	2302 South Baltimore Street Kirksville, Missouri 63501
Nebraska	Beatrice	95	2415 North 6 th Street Beatrice, Nebraska 68310
	North Platte	102	2501 East 4 th Street North Platte, Nebraska 69101

Appendix G

Relevant Areas

State	City	Address
Arkansas	Jonesboro	1817 East Parker Road Jonesboro, Arkansas 72404
	Paragould	420 Highway 49 North Paragould, Arkansas 72451
	Pocahontas	1966 Highway 62 West Pocahontas, Arkansas 72455
	Springdale	211 N. Maestri Road Springdale, Arkansas 72762
Indiana	Charlestown	1085 ½ Market Street Charlestown, Indiana 47111
	Corydon	1805 Gardner Lane Corydon, Indiana 47112
	Greenfield	1875 East Main Street Greenfield, Indiana 46140
	Lawrenceburg	181 South Tanners Creek Drive Lawrenceburg, Indiana 47025
	North Vernon	2110 N. State Highway 3 North Vernon, Indiana 47265
	Richmond	2100 National Road West Richmond, Indiana 47374
	Scottsburg	1326 North Gardner Street Scottsburg, Indiana 47170
	Tell City	212 East Highway 66 Tell City, Indiana 47586
	Washington	1 Cherry Tree Plaza Washington, Indiana 47501
	Winchester	970 East Washington Street Winchester, Indiana 47394

State	City	Address
Iowa	Fairfield	2107 West Burlington Avenue Fairfield, Iowa 52556
	Ottumwa	1331 Vaughn Drive Ottumwa, Iowa 52501
Kansas	Atchison	605 S. 10 th Street Atchison, Kansas 66002
	Basehor	15256 Wolf Creek Parkway Basehor, Kansas 66007
	Concordia	1620 Lincoln Street Concordia, Kansas 66901
	Dodge City	1701 North 14 th Avenue Dodge City, Kansas 67801
	El Dorado	2908 W. Central Avenue El Dorado, Kansas 67042
	Garden City	1309 North Taylor Avenue Garden City, Kansas 67846
	Gardner	18710 South Gardner Road Gardner, Kansas 66030
	Goddard	20200 West Kellogg Avenue Goddard, Kansas 67052
	Great Bend	5320 10 th Street Great Bend, Kansas 67530
	Hays	2900 Broadway Avenue Hays, Kansas 67601
	Hutchinson	1500 East 11 th Street Hutchinson, Kansas 67501
	Iola	1918 North State Street Iola, Kansas 66749
Lawrence	1541 E 23 rd Street Lawrence, Kansas 66046	

State	City	Address
	Louisburg	1160 West Amity Street Louisburg, Kansas 66053
	Manhattan	427 Hummels Place Manhattan, Kansas 66502
	McPherson	2204 East Kansas Avenue McPherson, Kansas 67460
	Newton	321 Windward Drive Newton, Kansas 67114
	Parsons	211 East Main Street Parsons, Kansas 67357
	Pratt	1601 1 st Street Pratt, Kansas 67124
	Salina	360 North Ohio Street #57 Salina, Kansas 67401
	Topeka	1133 SW Wanamaker Road Topeka, Kansas 66604
Kentucky	Murray	700 A North 12 th Street Murray, Kentucky 42071
	Radcliff	135 East Lincoln Trail Radcliff, Kentucky 40160
Missouri	Blue Springs	1100 S Hwy 7 Lot 1 Blue Springs, Missouri 64014
	Columbia	3300 Paris Road Columbia, Missouri 65202
	Columbia (South)	3910 South Providence Road Columbia, Missouri 65203
	Dexter	1525 West Business Highway 60 Dexter, Missouri 63841
	Fulton	1310 Business 54 South Fulton, Missouri 65251
	Holden	1000 East 10 th Street

State	City	Address
		Holden, Missouri 64040
	Houston	1476 South Sam Houston Blvd. Houston, Missouri 65483
	Jane	107 Gordon Hollow Road Jane, Missouri 64856
	Jefferson City	2304 Missouri Boulevard Jefferson City, Missouri 65109
	Kirksville	2302 South Baltimore Street Kirksville, Missouri 63501
	Marshfield	1331 Spur Drive Marshfield, Missouri 65706
	Monroe City	1110 Hwy. 24-36 East Unit #50 Monroe City, Missouri 63456
	Poplar Bluff	2235 N. Westwood Blvd. Poplar Bluff, Missouri 63901
	Republic	1055 US Highway 60 East Republic, Missouri 65738
	Sedalia	2424 South Limit Sedalia, Missouri 65301
	St. Joseph	137 North Belt Highway St. Joseph, Missouri 64504
	Sullivan	124 East South Service Road Sullivan, Missouri 63080
	Troy	1 Lincoln Center, Highway 47 Troy, Missouri 63379
	Warsaw	1551 Commercial Street Warsaw, Missouri 65355
	Washington	860 Washington Corners Washington, Missouri 63090
	Waynesville	110 C W Parker Lane Waynesville, Missouri 65583

State	City	Address
Nebraska	Beatrice	2415 North 6 th Street Beatrice, Nebraska 68310
	Gothenburg	716 4 th Street Gothenburg, Nebraska 69138
	Grand Island	515 South Webb Road Grand Island, Nebraska 68803
	Hastings	1315 West J Street Hastings, Nebraska 68901
	Kearney	910 Third Avenue Kearney, Nebraska 68845
	Lexington	1701 Plumcreek Parkway Lexington, Nebraska 68850
	Lincoln	5640 Cornhusker Highway Lincoln, Nebraska 68507
	McCook	1602 North Highway 83 McCook, Nebraska 69001
	Nebraska City	2412 South 11 th Street Nebraska City, Nebraska 68410
	North Platte	2501 East 4 th Street North Platte, Nebraska 69101
York	518 S Lincoln Avenue York, Nebraska 68467	
Ohio	Mount Orab	206 Sterling Run Boulevard Mount Orab, Ohio 45154
Oklahoma	Ada	724 Arlington Center Ada, Oklahoma 74820
	Ardmore	1925 N. Rockford Road Ardmore, Oklahoma 73401
	Duncan	4800 N Highway 81 Duncan, Oklahoma 73533
	Durant	2424 West Main Street

		Address
		Durant, Oklahoma 74701
	Muskogee	6 East Shawnee Road Muskogee, Oklahoma 74403
	Nowata	329 South Ash Street Nowata, Oklahoma 74048
	Okmulgee	2000 South Wood Drive Okmulgee, Oklahoma 74447
	Pryor	715 North Mill Street Pryor, Oklahoma 74361
Texas	Decatur	1200 W U.S. Business Hwy 380 Decatur, Texas 76234
	Sherman	2725 Highway 75 North Sherman, Texas 75090
	Waco	2701 S. Jack Kultgen Expressway Waco, Texas 76706
	Weatherford	102 College Park Drive Weatherford, Texas 76086

Non-Public Appendix H

Transition Services Employee Physical Separation