

**Memorandum of Agreement Between the Environmental Protection Agency and
Makhteshim Chemical Works, Ltd., Makhteshim Agan of North America, Inc., Drexel
Chemical Company, and KMG-Bernuth, Inc., Regarding the Registration of Pesticide
Products Containing Endosulfan**

This Memorandum, effective as of the 22nd day of July, 2010, sets forth the terms of an agreement (“Agreement”) made and entered into by and between Makhteshim Chemical Works, Ltd., an Israeli corporation (“MCW”), Makhteshim Agan of North America, Inc., a Delaware Corporation (“MANA”), Drexel Chemical Company, a Tennessee corporation (“Drexel”), and KMG-Bernuth, Inc., a Texas corporation (“KMG”) (each of the foregoing entities hereinafter being referred to as a “Registrant” or collectively as “Registrants”), and Office of Pesticide Programs (“OPP”) of the United States Environmental Protection Agency (“EPA”) on behalf of EPA, regarding the registrations held by the Registrants under the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”) of pesticide products containing endosulfan (“endosulfan products”). Provided that the terms of this Agreement are fully implemented as stated herein and according to the schedules set forth herein, EPA has no current intention, with respect to the issues addressed in this Agreement, to initiate cancellation or suspension proceedings under sections 6(b) or 6(c) of FIFRA, to require any registration amendments not described in this Agreement, or to take any action to limit their sale and distribution not specified in this Agreement.

The specific terms of this Agreement are as follows:

1. By its signature below, each Registrant hereby requests, pursuant to section 6(f) of FIFRA, and as conditioned in this Agreement, voluntary cancellation of all of their existing FIFRA

registrations for endosulfan products. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops listed on Appendix A, effective immediately. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops listed on Appendix B, effective as of March 31, 2012. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops listed on Appendix C, effective as of March 31, 2013. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops listed on Appendix D, effective as of September 1, 2014. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops listed on Appendix E, effective as of March 31, 2015. The Registrants request cancellation or termination, as applicable, of the pesticide uses for the crops and use listed on Appendix F, effective as of March 31, 2016. The Registrants' requests are irrevocable and unconditional, except as provided in this paragraph. The requests are expressly conditioned upon the inclusion in any cancellation order of the terms set forth in this paragraph concerning the effective date of cancellation, and in paragraph 3 of this Agreement governing the treatment of existing stocks of canceled products. The Registrants also request that the Administrator waive the 180-day public comment period under section 6(f)(1)(C)(ii).

2. EPA intends to publish a Federal Register Notice promptly upon execution of this Agreement announcing receipt of the Registrants' requests for amended registration and for voluntary cancellation of all of the registrations for endosulfan products held by the Registrants, and announce a 30-day public comment period. EPA anticipates that, shortly after the close of the public comment period, it would grant the requested amendments described in Paragraph 1 of

this Agreement, and immediately thereafter issue a final order granting the requests for cancellation or termination of uses described in Paragraph 1 of this Agreement. EPA anticipates that the registration amendments would become effective immediately upon approval.

3. The voluntary cancellation request in paragraph 1 is expressly conditioned upon the inclusion of the following existing stocks provisions.

(A) In any cancellation order issued in response to Registrants' requests for voluntary cancellation or termination of uses for the uses identified on Appendix A:

(1) Sale and distribution by Registrants of existing stocks (used herein as that term is defined in EPA's existing stocks policy (56 FR 29,362 (June 26, 1991))) of any product permitting the uses identified in Appendix A shall be allowed until December 31, 2010, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix A uses shall be allowed until December 31, 2010;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in Appendix A by persons other than Registrants shall be allowed until May 31, 2011, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix A shall be allowed until July 31, 2012.

(B) In any cancellation order issued in response to Registrants' requests for voluntary

cancellation or termination of uses for the uses identified on Appendix B:

(1) Sale and distribution by Registrants of existing stocks of any end-use product permitting the uses identified in Appendix B shall be allowed until March 31, 2012 and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix B uses shall be allowed until March 31, 2012;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in Appendix B by persons other than Registrants shall be allowed until May 31, 2012, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix B shall be allowed until July 31, 2012.

(C) In any cancellation order issued in response to Registrants' requests for voluntary cancellation or termination of uses for the uses identified on Appendix C:

(1) Sale and distribution by Registrants of existing stocks of any end-use product permitting the uses identified in Appendix C shall be allowed until March 31, 2013, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix C uses shall be allowed until March 31, 2013;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in

Appendix C by persons other than Registrants shall be allowed until May 31, 2013, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix C shall be allowed until July 31, 2013.

(D) In any cancellation order issued in response to Registrants' requests for voluntary cancellation or termination of uses for the uses identified on Appendix D:

(1) Sale and distribution by Registrants of existing stocks of any end-use product permitting the uses identified in Appendix D shall be allowed until September 30, 2014, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix D uses shall be allowed until September 30, 2014;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in Appendix D by persons other than Registrants shall be allowed until October 31, 2014, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix D shall be allowed until December 31, 2014.

(E) In any cancellation order issued in response to Registrants' requests for voluntary cancellation or termination of uses for the uses identified on Appendix E:

(1) Sale and distribution by Registrants of existing stocks of any end-use product

permitting the uses identified in Appendix E shall be allowed until March 31, 2015, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix E uses shall be allowed until March 31, 2015;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in Appendix E by persons other than Registrants shall be allowed until May 31, 2015, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix E shall be allowed until July 31, 2015.

(F) In any cancellation order issued in response to Registrants' requests for voluntary cancellation or termination of uses for the uses identified on Appendix F:

(1) Sale and distribution by Registrants of existing stocks of any end-use product permitting the uses identified in Appendix F shall be allowed until March 31, 2016, and thereafter only for products intended for export consistent with the requirements of FIFRA section 17 or for purposes of proper disposal;

(2) Reformulation of technical product into end-use products labeled for any of the Appendix F uses shall be allowed until March 31, 2016;

(3) Sale and distribution of existing stocks of any product permitting the uses identified in Appendix F by persons other than Registrants shall be allowed until May 31, 2016, and thereafter only for products intended for export consistent with the requirements of

FIFRA section 17 or for purposes of proper disposal; and

(4) Use of existing stocks of any end-use product permitting the uses identified in Appendix F shall be allowed until July 31, 2016.

4. By their signatures below, MANA, MCW, and Drexel request amendments to their endosulfan technical registrations as follows:

(A) to require the directions for use on the product label to state: This product may not be used to formulate a pesticide product unless such pesticide product has either received its initial registration from EPA after July 1, 2010, or EPA has approved an amendment to such registration after July 1, 2010.

(B) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix A after December 31, 2010.

(C) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix B to this Agreement after March 31, 2012.

(D) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix C to this Agreement after March 31, 2013.

(E) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix D to this Agreement after September 30, 2014.

(F) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix E to this Agreement after March 31, 2015.

(G) to prohibit the use of the technical product to formulate end use products for the uses listed on Appendix F to this Agreement after March 31, 2016.

By July 30, 2010, MANA, MCW, and Drexel each shall submit for each endosulfan manufacturing use product currently labeled for use on the crops/uses listed on Appendix A, B, C, D, E, and F an application for amended registration to revise the approved labeling for those manufacturing use products to incorporate the prohibitions set forth in this paragraph 4 and to delete any language on the current approved labeling for those products that is inconsistent with this paragraph or is otherwise inconsistent with the provisions of this Agreement.

5. By their signatures below, MANA, Drexel, and KMG hereby request amendments to their endosulfan end-use product registrations as follows:

(A) Add a condition of registration that as of December 31, 2010, the Registrants will not sell or distribute endosulfan end-use products that do not bear the labels amended in accordance with this Agreement; and

(B) Add as a condition of registration that each Registrant shall include a table on the product label (in the substantially the form attached as Exhibit 1) stating that it is unlawful to use the product: (i) on the uses identified in Appendix A and B after July 31, 2012, (ii) on the uses identified in Appendix C after July 31, 2013, (iii) on the uses identified in Appendix D in the State of Florida after December 31, 2014 (iv) on the uses identified in Appendix E after July 31, 2015, and (v) on the uses identified in Appendix F after July 31, 2016, *provided that* an end-use label need only include the portion(s) of this information that applies to uses on the end-use label as of July 1, 2010;

6. By July 30, 2010, MANA, Drexel, and KMG must submit for each endosulfan end-use

product currently labeled for use on the crops/uses listed on Appendix B, C, D, E, and F to this Agreement an application for amended registration to revise the approved labeling for those products to incorporate all applicable mitigation measures described in Appendix B, C, D, E, and F to this Agreement and to delete any language on the current approved labeling for those products that is inconsistent with the revised labeling set forth in Appendix B, C, D, E, or F, or is otherwise inconsistent with the provisions of this Agreement.

7. Each Registrant agrees that its failure to comply with any of the conditions of registration set forth in this Agreement shall be grounds for cancellation of its affected registration(s) under FIFRA Section 6(e).

8. The cancellation orders issued pursuant to this Agreement shall be deemed to satisfy all Data Call-In Notices issued to the Registrants under FIFRA Section 3(c)(2)(B) requiring the submission of data to support registrations of endosulfan products, and the Registrants execution of this Agreement shall be deemed “appropriate steps” toward the securing of the data in question, for purposes of FIFRA Section 3(c)(2)(B)(iv). Provided that the terms of this Agreement are fully implemented as stated herein and implemented according to the schedules as stated herein, EPA does not intend to issue any further such notices to the Registrants pertaining to Registrants’ currently registered endosulfan products. In the event that EPA does issue any such notice(s), EPA agrees to modify the cancellation order to remove the subject uses from the cancellation order. However, any entity wishing to establish a registration for an endosulfan product will be required to submit or cite data necessary to make the applicable

finding under section 3 of FIFRA.

9. Nothing in this Agreement constitutes a finding that endosulfan presents a dietary risk to humans posed by residues in food or otherwise requires that EPA act to revoke any endosulfan tolerance. By executing this Agreement, Registrants state their belief that all endosulfan tolerances in existence as of the Effective Date of this Agreement are necessary to support remaining uses authorized by EPA and/or imports of agricultural products into the United States, and the Agency acknowledges that it has been informed of this fact.

10. Nothing in this Agreement shall be construed as preventing EPA from initiating any regulatory action it deems appropriate under FIFRA or the FFDCA, nor shall it be construed as preventing any signatory Registrant from raising any otherwise appropriate defense or challenge to such action. Each signatory Registrant shall be responsible solely for its own individual compliance with the obligations set forth in this Agreement.

11. EPA does not intend at this time to grant any application for registration, or amendment to any existing registration, of any product containing endosulfan unless the registration includes all applicable terms and conditions of this Agreement. If EPA does so with terms and conditions different than those set forth in this Agreement, any Registrant may request (through appropriate applications for new registrations or amendments to existing registrations) registrations with similar conditions pursuant to FIFRA Section 3(c)(7)(A) and EPA shall act promptly upon such a requests consistent with the requirements and decision review periods of FIFRA Section 33.

12. The Registrants agree that they will not challenge or provide financial or technical assistance to anyone challenging in any judicial or administrative forum any of the provisions of this Agreement, any cancellation orders or section 6(f) notices or the pendency of such orders or notices putting the terms of this Agreement into effect. Notwithstanding the foregoing sentence, nothing in this paragraph shall limit a Registrant's right to: (1) provide information concerning endosulfan to any other entity unless it can reasonably be anticipated that such information is intended to be used by that entity in litigation (or in other ways) against the Agency for the purposes of challenging any of the provisions of or implementation of this Agreement; (2) challenge (in any forum) the Agency's failure to apply to endosulfan after the date of this Agreement any changes in, or adoption of, EPA policies of general applicability that would result in a material change in the limitations or obligations imposed on Registrants under this Agreement; (3) support or participate in any action (in any forum) that challenges any EPA policy or practice of general applicability that may affect the limitations or obligations of Registrants under this Agreement, including the support of or participation in the activities of any trade association or coalition that is involved in any such challenge; (4) defend any personal injury/toxic tort suit and raise any defense in such suit; or (5) submit applications for registration of endosulfan products provided that no such application shall be subject to 40 C.F.R. Part 164, subpart D.

13. In the event that any person, acting independently of any Registrant, asserts in any judicial forum that this Agreement (or any provision hereof) is inconsistent with any obligation of EPA

or otherwise files an action challenging the lawfulness of this Agreement, and obtains a Court Order finding unlawful any provision of this Agreement that limits a Registrant's ability to sell or distribute endosulfan product for any use that is lawful as of the effective date of this Agreement, each Registrant shall be relieved of all obligations to comply with this Agreement and EPA shall act promptly on any application consistent with such Court Order from a Registrant to amend its registration(s) to delete any cancellation dates for uses still on the label at the time of the Court Order. Nothing in this Agreement shall limit the right of any registrant to intervene in any proceeding to support the legality and appropriateness of this Agreement.

14. If a Registrant believes that any judicial or administrative proceeding or decision not addressed in paragraph 13 may either directly or indirectly impact this Agreement, such Registrant shall notify EPA as promptly as possible of its belief. The Registrants and EPA agree to meet within a reasonable time of EPA's receipt of such notification to discuss in good faith whether any changes to this Agreement are appropriate and, if so, to negotiate in good faith to adopt appropriate changes.

15. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

16. It is hereby expressly understood and agreed that this Agreement was jointly drafted by the

Registrants and EPA. Accordingly, the parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

17. This Agreement constitutes the complete Agreement reached by EPA and the Registrants. All prior conversations, meetings, discussions, drafts and writings of any kind are specifically superseded by this Agreement. This Agreement shall be effective as to each party on the date stated on the first page of this Agreement, upon its execution by both that part and EPA. There are no agreements, representations, or inducements made or exchanged between the parties beyond those set forth in this Agreement. The terms of this Agreement may only be amended by mutual consent of the parties in writing.

[Remainder of page intentionally left blank]

This Agreement has been executed by the Office of Pesticide Programs and by duly authorized representatives of the Registrants, as of the date first written above:

Brian P. Keigorn, Jr.
Office of Pesticide Programs

Date: 7/22/10

Authorized Agent, Makhteshim Chemical Works, Ltd.

Date: _____

Authorized Agent, Makhteshim Agan of North America, Inc.

Date: _____

Authorized Agent, Drexel Chemical Company

Date: _____

Authorized Agent, KMG-Bernuth, Inc.

Date: _____

Appendix A

Almond
Apricot
Broccoli
Brussels Sprouts
Carrots
Cauliflower
Celery (non-AZ)
Citrus (non-bearing)
Collard Greens
Dry Beans
Dry Peas
Eggplant
Filbert
Kale
Kohlrabi
Mustard Greens
Nectarine (CA only)
Macadamia
Plum & Prune
Poplars grown for pulp and timber
Strawberry (Annual)
Sweet Potato
Tart Cherry
Turnip
Walnut

Ornamental trees, shrubs, and herbaceous plants – includes boxelder, dogwood, lilac, Douglas fir (grown for ornamentals nursery stock or Christmas trees; Pacific Northwest only), elms, leatherleaf fern, pines (Austrian, jack, red, scotch, white), shade trees (except birch), shrubs, spruce (New England area only), taxus, orchids, hybrid poplars, Christmas trees
Other uses that may appear on section 3 registration labels or on a 24(c) registration and are not listed above or in Appendix B, C, D, E, or F

Appendix B

Cabbage

Mitigation: cancel aerial use; groundboom use only; extend emulsifiable concentrate (EC) and wettable powder (WP) REIs to 4 days; extend PHI to 17 days for EC and 21 days for WP

Celery (AZ only)

Mitigation: cancel aerial use; groundboom use only; restrict to use in AZ only; extend EC and WP REIs to 4 days; extend PHI to 11 days for EC and 16 days for WP

Cotton

Mitigation: cancel aerial use; groundboom only; extend REI to 10 days

Cucumbers

Mitigation: cancel aerial use; groundboom only; extend EC and WP REIs to 4 days; extend PHI to 11 days for EC and 16 days for WP

Lettuce

Mitigation: cancel aerial use; (groundboom only); extend REI to 4 days for EC and WP

Stone Fruits not listed on "Appendix A," including Nectarine (non-CA), Peaches, and Sweet Cherry

Mitigation: cancel aerial use; airblast only; Extend REI to 7 days for EC and 20 days for WP

Summer Melons (cantaloupe, honeydew, watermelon)

Mitigation: Retain both aerial and groundboom uses; extend REI to 4 days for EC and WP

Summer Squash

Mitigation: cancel aerial use; groundboom only; extend REI to 4 days for EC and WP

Tobacco

Mitigation: extend REI to 10 days for foliar field treatment and 13 days for foliar seed bed treatment

Appendix C

Pear

Mitigation: cancel aerial use; airblast only; reduce EC rate by 20% (to 2.0 lbs a.i., i.e. $2\frac{2}{3}$ qt., per acre per year; $\frac{1}{2}$ qt. per hundred gallons; and adjust single application rate accordingly); reduce WP rate by 20% (to 2.0 lbs a.i., i.e. 4.0 lbs product, per acre per year; and adjust single application rate accordingly); Extend REI to 7 days for EC; Extend REI to 20 days for WP

Appendix D

All Florida uses of:

Apple
Blueberry
Peppers
Potatoes
Pumpkins
Sweet Corn
Tomato
Winter Squash

Appendix E

Apple

Mitigation: cancel aerial use; airblast only; reduce EC rate by 20% (to 2.0 lbs a.i., i.e. $2\frac{2}{3}$ qt., per acre per year; $\frac{1}{2}$ qt. per hundred gallons; and adjust single application rate accordingly); reduce WP rate by 20% (to 2.0 lbs a.i., i.e. 4.0 lbs product, per acre per year; and adjust single application rate accordingly); Extend REI to 7 days for EC; Extend REI to 20 days for WP

Blueberry

Mitigation: cancel aerial use; groundboom and airblast uses only; for low-bush, extend REI to 10 days for EC and extend REI to 15 days for WP; for high-bush, no EC REI extension needed but extend REI to 22 days for WP

Peppers

Mitigation: cancel aerial uses; groundboom use only; extend REI to 4 days for EC and 9 days for WP

Potatoes

Mitigation: cancel aerial and chemigation uses; groundboom only; extend REI to 7 days for EC and 12 days for WP

Pumpkins

Mitigation: cancel aerial use; groundboom only; extend REI to 7 days for EC and to 12 days for WP to fully mitigate post-application pre-harvest risks ; extend PHI to 11 days for EC and to 16 days for WP to fully mitigate post-application hand harvest risks

Sweet Corn

Mitigation: cancel aerial use (groundboom only); mechanical harvesting only; retain REI of 17 days for EC

Tomato

Mitigation: cancel aerial, low-pressure hand-wand, and handgun uses; groundboom use only; eliminate greenhouse use; extend REI to 4 days for EC

Winter Squash

Mitigation: cancel aerial use; groundboom only; extend REI to 7 days for EC and to 12 days for WP to fully mitigate post-application pre-harvest risks; extend PHI to 11 days for EC and to 16 days for WP to fully mitigate post-application hand harvest risks

Appendix F

Livestock ear tags

No additional mitigation

Pineapple

Mitigation: cancel aerial and airblast; groundboom use only; reduce maximum single application rate to 1lb ai/A; reduce maximum seasonal application rate to 2 lbs ia/A; extend REI for EC to 10 days

Strawberry (Perennial/Biennial)

Mitigation: cancel aerial uses; groundboom only; extend REI to 7 days for EC; extend REI to 12 days for WP

Vegetable crops grown for seed (alfalfa, broccoli, Brussels sprouts, cabbage, cauliflower, Chinese cabbage, collard greens, kale, kohlrabi, mustard greens, radish, rutabaga, turnip)

Mitigation: cancel aerial; groundboom only; extend REIs to 23 days for cabbage grown for seed, 7 days for alfalfa grown for seed, and 17 days for other crops grown for seed

Exhibit 1

Endosulfan Label Amendment

It is unlawful to use this product for the following uses after July 31, 2012	It is unlawful to use this product for the following uses after July 31, 2012	It is unlawful to use this product for the following uses after July 31, 2013	STATE OF FLORIDA It is unlawful to use this product for the following uses in the State of Florida after December 31, 2014	It is unlawful to use this product for the following uses after July 31, 2015	It is unlawful to use this product for the following uses after July 31, 2016
Almond Apricot Broccoli Brussels Sprouts Carrots Cauliflower Celery (non-AZ) Citrus (non-bearing) Collard Greens Dry Beans Dry Peas Eggplant Filbert Kale Kohlrabi Mustard Greens Nectarine (CA only) Macadamia Plum & Prune Poplars grown for pulp and timber Strawberry (Annual) Sweet Potato	Cabbage Celery (AZ only) Cotton Cucumbers Lettuce Stone Fruits, including Nectarine (non-CA), Peaches, and Sweet Cherry Summer Melons (cantaloupe, honeydew, watermelon) Summer Squash	Pear	Apple Blueberry Peppers Potatoes Pumpkins Sweet Corn Tomato Winter Squash	Apple Blueberry Peppers Potatoes Pumpkins Sweet Corn Tomato Winter Squash	Livestock ear tags Pineapple Strawberry— (Perennial/Biennial) Vegetable crops grown for seed (alfalfa, broccoli, Brussels sprouts, cabbage, cauliflower, Chinese cabbage, collard greens, kale, kohlrabi, mustard greens, radish, rutabaga, turnip)

<p>Tart Cherry Turnip Walnut Ornamental trees, shrubs, and herbaceous plants - includes boxelder, dogwood, lilac, Douglas fir (grown for ornamentals nursery stock or Christmas trees; Pacific Northwest only), elms, leatherleaf fern, pines (Austrian, jack, red, scotch, white), shade trees (except birch), shrubs, spruce (New England area only), taxus, orchids, Christmas trees</p>	<p>Tobacco</p>				
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