65656-5

12-28-2009

EPA Reg. Number:

Date of Issuance:

65656-5

2-28.09

Term of Issuance:

Conditional

Name of Pesticide Product:

Glyphosate 62% MC Manufacturing Concentrate

NOTICE OF PESTICIDE:

X Registration Reregistration

U.S. ENVIRONMENTAL PROTECTION AGENCY

Office of Pesticide Programs

Registration Division (7505P)

1200 Pennsylvania Ave., N.W. Washington, D.C. 20460

(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

Gilmore Marketing and Development 80 Monroe Avenue, Suite G-1

Memphis, TN 38103

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.

On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act.

Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This product is conditionally registered in accordance with FIFRA provided you agree in writing to:

1. Submit the following outstanding product chemistry data requirement: one year storage stability and corrosion characteristics study, within one year from the date of this letter.

Signature of Approving Official:

12-27-09

James Tompkins, Product Manager (25)

Herbicide Branch, Registration Division (7505P)

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A stamped copy of the label is enclosed for your records. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA. Your release for shipment of the product constitutes acceptance of these conditions. If you have any questions please contact Erik Kraft at 703-308-9358 or kraft.erik@epa.gov.

Glyphosate 62% MC MANUFACTURING CONCENTRATE

ACTIVE INGREDIENT:

OTHER INGREDIENTS: 38.0% 100.0%

Contains 769 grams per liter or 6.42 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 570 grams per liter or 4.75 pounds per U.S. gallon of the acid, glyphosate.

EPA Reg. No. 65656-XX

EPA Est. No.

KEEP OUT OF REACH OF CHILDREN CAUTION

PRECAUTIONARY STATEMENTS

ENVIRONMENTAL HAZARDS

Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA.

PHYSICAL OR CHEMICAL HAZARDS

Solutions of this product should be mixed, stored and applied only in stainless steel, aluminum, fiberglass, plastic and plastic-lined containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR TANKS. This product or solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

In case of: SPILL or LEAK, soak up and remove to a landfill.

FOR CHEMICAL SPILL, LEAK FIRE, OR EXPOSURE CALL CHEMTREC (800) 424-9300

ACCEPTED with COMMENTS In EPA Letter Dated:

12.28.09

Manufactured by: Gilmore Marketing & Development 80 Monroe Avenue, Suite G-1 Memphis, TN 38103

NET CONTENTS: GALS.

Under the Rederal Insecticide, Fungicide, and Rodenticide Act es amender, for the pesticide registered under EPA Reg. No.

STORAGE AND DISPOSAL

Do not contaminate water, foodstuffs, feed or seed by storage or disposal.

PESTICIDE STORAGE: Store above 32°F (0°C) to keep from crystallizing. Crystals will settle to the bottom. If allowed to crystallize, warm to 68°F (20°C) and mix well or recirculate to redissolve before using.

For Bulk Pesticide Storage: Ground water contamination may be reduced by diking and flooring of permanent liquid bulk storage sites with an impermeable material.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

CONTAINER DISPOSAL: Non-refillable containers. Do not reuse or refill this container. Triple rinse or pressure rinse container (or equivalent) promptly after emptying. Offer for recycling or reconditioning, if appropriate, or dispose of in a sanitary landfill, or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Non-refillable container greater than 5 gallons: Triple rinse as follows: Empty the remaining contents into formulation equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into formulation equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

Pressure rinse as follows: Empty the remaining contents into formulation equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over formulation equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

Refillable container (250 gallons): Refill this container with pesticide only. Do not reuse this container for any other purpose. Empty containers retain vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller.

To clean the container before final disposal, empty the remaining contents from the container into formulation equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with pump for 2 minutes. Pour or pump rinsate into formulation equipment or rinsate

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

This product may only be used for manufacturing, formulating, or repackaging into a herbicide for use in aquatic, industrial, turf, ornamental nursery, tree and forestry (including eucalyptus and Christmas trees), and residential sites; fallow land and fallow beds; or some or all of the following food cropping systems: vegetables (root and tuber, bulb, leafy, brassica, cucurbit, succulent and dried legumes, and fruiting); fruits (citrus, pome, stone, various tropical fruits, small fruits and berries); tree nuts; cereal grains; animal grasses and forages; herbs and spices; food crops including asparague, avocado, banana, canola, coffee, coconut, cranberry, dates, flax, grapes, kiwi, lychee, mints, olive, palms, peanut, pineapple, soybeans, strawberry, sugar beet, sugarcane, and tea.

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LIMIT OF WARRANTY AND LIABILITY

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GILMORE MARKETING & DEVELOPMENT warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth in the Complete Directions for Use label booklet ("Directions") when used in accordance with those Directions under the conditions described therein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. This warranty is also subject to the conditions and limitations stated herein.

Buyer and all users shall promptly notify GILMORE MARKETING & DEVELOPMENT of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

To the extent consistent by applicable law, buyer and all users are responsible for all loss or damage from use or handling which results from conditions beyond the control of GILMORE MARKETING & DEVELOPMENT, including, but not limited to, incompatibility with products other than those set forth in the Directions, application to or contact with desirable vegetation, failure of this product to control weed biotypes which develop resistance to glyphosate, unusual weather, weather conditions which are outside the range considered normal at the application site and for the time period when the product is applied, as well as weather conditions which are outside the application ranges set forth in the Directions, application in any manner not explicitly set forth in the Directions, moisture conditions outside the moisture range specified in the Directions, or the presence of products other than those set forth in the Directions in or on the soil, crop or treated vegetation.

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