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Attorneys for Plaintiff
AS YOU SOW

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

AS YOU SOW, a non-profit corporation,

Case No. 973496

Plaintiff

STIPULATION FOR
ENTRY OF JUDGMENT

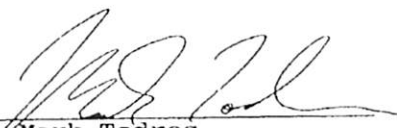
V.

LENMAR, INC., a corporation,
and DOES 1 through 1500,

Defendants.

1
2 IT IS HEREBY STIPULATED, by and between plaintiff As
3 You Sow and defendant Lenmar, Inc., through their respective
4 representatives, that judgment in the above-entitled action be
5 entered in accordance with the terms of the settlement
6 agreement between the parties, which is attached hereto as
7 Exhibit A.
8
9

10 Dated: April 10, 1996

11 by: 
12 Mark Todres
13 Attorney for Plaintiff
14 AS YOU SOW

15 Dated: April 2, 1996

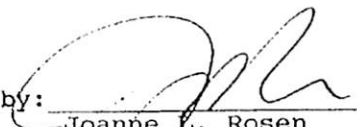
16 by: 
17 Joanne E. Rosen
18 Attorney For Defendant
19 LENMAR, INC.
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Exhibit A

SETTLEMENT AGREEMENT

On March __, 1996 in San Francisco, California, As You Sow ("AYS") and Lenmar, Inc. ("Lenmar") agreed to the following terms and conditions:

WHEREAS:

AYS is a not-for-profit public interest foundation dedicated to promoting consumer and worker awareness, protecting the environment and improving human health;

Lenmar is a corporation headquartered in Maryland that manufactures and/or distributes various paints, primers, enamels, solvents, acrylic lacquers, camouflage lacquers, cellulose lacquers and solvents that contain the following chemicals listed pursuant to Proposition 65 arsenic, cadmium, chromium (hexavalent compounds), crystalline silica, dioctyl phthalate, formaldehyde, lead and lead compounds and toluene;

A list of the products that contain one or more of the chemicals listed above and which are covered by this Agreement is provided in Exhibit A (the "Products");

The Products have been distributed and sold by Lenmar for use in California;

On December 9, 1994, AYS first served Lenmar and all of the requisite public enforcement agencies with a document entitled "60-Day Notice" which provided Lenmar and such public enforcers with notice that Lenmar was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals;

On October 25, 1995, AYS filed a complaint entitled As You Sow v. Lenmar, Inc., et al. (No. 970613) in the San Francisco Superior Court, naming Lenmar as a defendant and alleging violations of Business & Professions Code §17200 and Health & Safety Code §25249.6 on behalf of individuals in California who allegedly are exposed to chemicals listed pursuant to Proposition 65 contained in certain Lenmar products; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Product Stickering. Beginning immediately, Lenmar shall not knowingly ship (or cause to be shipped) any of the Products for sale or use in or into the State of California unless each such Product contains the appropriate warning statement on a sticker affixed to its label as follows:

- 1.1. For Products containing a chemical listed by the State of California as known to cause birth defects or other reproductive harm:

"WARNING: This product contains a chemical(s) known to the State of California to cause birth defects or other reproductive harm."

- 1.2. For Products containing a chemical listed by the State of California as known to cause cancer:

"WARNING: This product contains a chemical(s) known to the State of California to cause cancer."

- 1.3. For Products containing any combination of chemicals listed by the State of California as known to cause cancer and known to cause birth defects or other reproductive harm:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

The warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. The parties agree that the sample label attached hereto as Exhibit B satisfies this requirement.

2. Interim Warnings. Within thirty (30) days of execution of this agreement, Lenmar shall send a letter to each of its California customers of the Products along with a sufficient number of warning stickers such that each customer may place a warning sticker on each of the Products such customer received from Lenmar prior to the effective date of this agreement. The letter shall instruct Lenmar's customers as to the placement of the stickers on the Products to conform with the placement requirements of paragraph 1 of this Agreement.

3. **Restitution.** Lenmar agrees to pay \$2,500 to AYS as restitution. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to AYS' Proposition 65 Enforcement Fund. AYS' Proposition 65 Enforcement Fund shall use these funds to help fund its ongoing enforcement of Proposition 65's warning requirement for industrial products. This payment shall be due on or before March 31, 1996.

4. **Penalty.** Pursuant to Health & Safety Code §25249.7(b), Lenmar shall pay a civil penalty of \$2,500. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192. This payment shall be due on or before March 31, 1996.

5. **Reimbursement of Fees and Costs.** Lenmar agrees to reimburse AYS for its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to Lenmar's attention, litigating and negotiating a settlement in the public interest. Lenmar shall pay AYS \$4,900 as reimbursement of its investigation fees and costs and \$18,600 as reimbursement of its attorney fees and costs. This payment shall be due on or before March 31, 1996.

6. **AYS Release.** AYS, its members, officers, directors, attorneys and representatives (the "AYS Releasees"), by this Agreement, waive all rights to institute action against Lenmar, its distributors or customers, whether under Proposition 65 or Business & Profession Code §§17200 et seq. based on Lenmar's failure to warn about exposure to Proposition 65 listed chemicals contained in any of the Products manufactured on or prior to the date of this Agreement.

7. **Lenmar Release.** Lenmar, by this Agreement, waives all rights to institute any form of legal action against the AYS Releasees, for all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 or Business & Profession Code §§17200 et seq. against Lenmar.

8. **MSDS Revisions.** Lenmar agrees to place a warning consistent with the warning statements in paragraph 1 of this agreement on each Material Safety Data Sheet ("MSDS") pertaining to each of the Products listed on Exhibit "A" of this Agreement. Final MSDSs incorporating the revised warning language will begin to be distributed in the normal course of business on or before April 30, 1996. An example of an acceptable MSDS is attached hereto as Exhibit C.

9. **Warranties and Representations.** The parties make the following representations and warranties:

8.1. Lenmar represents and warrants as follows:

8.1.1. Each of the Products listed in Exhibit "A" contains one or more substances known to the state of California to cause cancer or birth defects or other reproductive toxicity, and that Lenmar has no analytical, risk assessment, or other data indicating that an exposure to any or all Products listed in Exhibit "A" poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c).

8.1.2. In the event that Lenmar obtains analytical, risk assessment, or other data that shows that an exposure to any or all Products listed in Exhibit "A" poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c), Lenmar shall use its best efforts to provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning provisions under Section 1 and shall provide AYS with all such supporting data.

8.1.3. Lenmar understands that the sales data provided to AYS via responses to AYS' discovery requests was a material factor upon which AYS has relied to determine the amount of penalties and restitution in Sections 3 and 4 of this agreement. The sales data provided in the above-referenced letter is true and accurate. Lenmar acknowledges that, in the event AYS finds that the sales data provided is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to rescind this Agreement and re-institute an enforcement action against Lenmar. In such a case, all applicable statutes of limitation shall be deemed tolled for the period between October 25, 1995 (the date AYS filed the instant action) and the date AYS notifies Lenmar that it is rescinding this Agreement pursuant to this subpart.

10. Stipulated Judgment. The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the San Francisco Superior Court in accordance with the terms of this agreement.

11. Severability. In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

12. Attorneys' Fees. In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

13. Governing Law. The terms of this Agreement shall be governed by the laws of the State of California.

14. **Notices.** All correspondence to AYS shall be mailed to:

Mark Todres, Esq.
Chanler & Somers
1700 Montgomery Street, Suite 110
San Francisco, CA 94111

All correspondence to Lenmar shall be mailed to:


Jeffrey B. Margulies, Esq.
Haight, Brown & Bonesteel
1620 26th Street, Suite 4000 North
Santa Monica, CA 90406-0680

15. **No Admissions.** Nothing in this Agreement shall be construed as an admission by Lenmar of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Lenmar of any fact, finding, conclusion, issue of law, or violation of law. However, this Section shall not diminish or otherwise affect the obligation, responsibilities, and duties of Lenmar under this Agreement.

16. **Authorization.** The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

AS YOU SOW

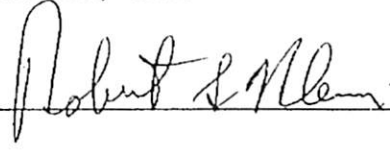


Lisa S. Wiggins
Printed Name

4-10-96
Date

AGREED TO:

LENMAR, INC.



ROBERT S. KLEIN
Printed Name

3/28/96
Date

Exhibit A

SCHEDULE A

March 22, 1996

Page 1 of 4

Lenmar, Inc. CALIFORNIA PROP. 65 LABELING LIST
For California Shipments Only

PRODUCT CODE	DESCRIPTION	INGREDIENT CODE
A-110	SOLVENT TOLUENE TT-T-548E	B
A-170	MIL-T-19544B REDUCER	B
A-218/P-415	ACID COMPONENT/RESIN COMP	C
A-356	MIL-L-46159A REDUCER	B
A-469	MIL-E-52929 THINNER	B
A-470	MIL-T-81772 THINNER	B
A-507	TT-T-266D LACQUER THINNER	B
A-509	MIL-T-81772B TYP3 ACLAC THINER	B
A-519	LACQUER THINNER	B
A-538	TT-N-95B NAPHTHA AROMATIC	B
AC-30	DURONIC LACQUER DARK BRONZE	BC
AU-89	FLUORESCENT PT LEMON YELLOW	C
AU-90	FLUORESCENT PT CERISE	C
AU-92	FLUORESCENT PT SUNSET GOLD	C
F-527	WHITE STRIPPABLE COATING	BC
F-529	CLEAR STRIPPABLE COATING	BC
G-661	TT-L-54C LAC ACID RESISTANT	B
N-228	TT-L-58E TYPE 1 GL 1	BC
N-232	MIL-L-81352A ACRY LACQUER	B
N-238	MIL-L-19537C LACQUER ACRY N/C	BC
P-1005	MIL-L-19537C LAC ACRY	BC
P-1006	MIL-L-81352 LAC ACRY	B
P-1010	MIL-L-19537 LAC ACRY	BC
P-1012	MIL-L-19538C LACQUER S.G.	BC
P-1015	MIL-L-19537C LAC ACRY	BC
P-1018	MIL-L-19537C LAC ACRYLIC N/C	BC
P-1019	MIL-L-19538C LAC ACRYLIC N/C	BC
P-1035	TT-L-58E TYPE II CL I LACQUER	BC
P-1037	MIL-L-19538 ACRY LACQUER	BC
P-103	MIL-L-81352 LACQUER ACRYLIC	BC
P-139	MIL-L-52929 ENAMEL ALKYD TYPE 2	B
P-145	MIL-P-7962D PRIMER COATING	BC
P-155	MIL-L-19538C LAC ACRY N/C CL2	BC

C = Contains DOP , Methylene Chloride and or lead, chromate compounds

B = Contains Toluene

BC = Contains both B & C ingredients.

SCHEDULE A

March 22, 1996

Page 2 of 4

Lenmar, Inc. CALIFORNIA PROP. 65 LABELING LIST
For California Shipments Only

PRODUCT CODE	DESCRIPTION	INGREDIENT CODE
P-169	MIL-L-81352A LAC ACRY COMP L	B
P-178	MIL-L-81352A LACQUER ACRYLIC	B
P-197	MIL-L-19537C LAC ACRY GLOSS	BC
P-214	MIL-L-19537C ACRY N/C PB FREE	BC
P-225	MIL-L-19538C LACQ ACRY N/C CL2	BC
P-243	MIL-L-81352A LAC ACRY COMP L	B
P-247	MIL-L-19538 LAC. ACRYLIC N/C	BC
P-249	MIL-L-19537C LAC. ACRYLIC N/C	BC
P-256	MIL-L-81352A LAC ACRYLIC	B
P-264	MIL-L-19538C LAC ACRYLIC N/C	BC
P-277	MIL-L-81352A LAC ACRYL COMP L	B
P-278	MIL-L-19538C LAC ACRYLIC N/C	BC
P-285	MIL-L-81352A LAC ACRYLIC	B
P-287	MIL-L-19538C LACQ ACRY N/C CL2	BC
P-289	MIL-L-19538C LACQ ACRY COMP L	BC
P-291	MIL-L-81352A LAC ACRYLIC	B
P-295	MIL-L-19538 LAC ACRYLIC N/C CL2	BC
P-296	MIL-L-19538C LAC ACRYLIC	BC
P-297	MIL-L-19538 LACQ ACRY N/C CL2	BC
P-298	MIL-L-19538 LACQ ACRY COMP L	B
P-299	MIL-L-81352A LACQ ACRY COMP L	B
P-458	TT-L-20A LAC CAMOUFLAGE	BC
P-503	MIL-P-15930B ZINC CHROMATE	BC
P-510/A-218	RESIN COMP/ACID COMP	C
P-615	TT-L-20A LAC CAMOUFLAGE	BC
P-693	TT-L-58E TYPE II, CL 1 LACQUER	BC
P-694	TT-L-58C	BC
P-814	MIL-L-19538C LACQ ACRY N/C CL2	BC
P-860	MIL-L-81352A LACQ ACRY COMP L	B
P-865	MIL-L-81352 LACQUER ACRYLIC	B
P-886	MIL-L-81352A LACQ ACRY COMP L	BC
P-890	MIL-L-19538C LACQ ACRY N/C CL 2	BC
P-893	MIL-L-19537C LACQUER ACRY N/C	BC
P-898	MIL-L-81352A LAC ACRY GLOSS	B
P-900	MIL-L-19538C LACQ ACRY N/C	BC
P-902	MIL-L-81352A LACQ ACRY COMP L	B
P-904	MIL-L-81352A LACQUER ACRYLIC	B

C = Contains DOP , Methylene Chloride and or lead, chromate compounds
B = Contains Toluene
BC = Contains both B & C ingredients.

SCHEDULE A

March 22, 1996

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Lenmar, Inc. CALIFORNIA PROP. 65 LABELING LIST
For California Shipments Only

PRODUCT CODE	DESCRIPTION	INGREDIENT CODE
P-904AR	MIL-L-81552A LACQUER ACRYLIC	B
P-905	MIL-L-81352A LACQUER ACRYLIC	B
P-911	MIL-L-19538C LACQ ACRY N/C	BC
P-921	MIL-L-81352A LACQ ACRY COMP L	B
P-924	MIL-19538C LAC ACRY N/C	BC
P-926	MIL-L-19537C LAC ACRY N/C	BC
P-930	MIL-L-19537C ACR N/C	BC
P-935	MIL-L-19537C LAC ACRY N/C	BC
P-937	MIL-L-19537C ACRY N/C	BC
P-944	MIL-E-52891B (ME) ENAMEL ALKYD	C
P-950	MIL-E-56096 ENAMEL ALKYD	BC
P-954	MIL-L-46159A LACQ ACRY	B
P-954AR	MIL-L-46159A LAC ACRY AIRCRAFT	B
P-956	MIL-L-46159A ACRY LACQ	B
P-956AR	MIL-L-46159A LAC ACRY LOW REFL	B
P-961	MIL-E-52891 ENAMEL LUST T241	C
P-971	MIL-L-19538C LAC ACRY N/C	BC
P-981	MIL-L-81352A LAC ACRY COMP L	BC
P-984	MIL-L-81352A LAC ACRY	BC
P-985	MIL-L-81352 LACQ ACRY	B
T-1041	SUPER FAST MARINE PAINT & VAR	C
T-1139	MIL-C-22750D SG CLEAR	B
T-1140	CATALYST EPOXY	B
T-446	TT-P-1757 A ZINC CHROMATE PRIMER	C
T-718	TT-P-1757A PRIM ZINC CHROMATE	BC
U-222	LACQUER WIPING STAIN ASPEN	BC
U-617	DARK WALNUT STAIN	B
U-620	KNOTTY PINE STAIN	B
U-745	NGR BRUSH & WIPING STAIN	B
U-747	NGR BRUSH & WIPING STAIN	B
U-749	NGR BRUSH & WIPING STAIN	B
U-752	NGR BRUSH & WIPING STAIN	B
Y-611	MIL-P-52192B PRIMER A	C
Y-612	MIL-P-52192B PRIMER B	B
Y-632	MIL-P-23377E PRIMER TY1 CL 1 & 2	BC
Y-633	MIL-P-23377E PRIMER COMP B	B
Y-643	MIL-C-22750D FORY648 TY1 COMP 1	B
Y-648	MIL-C-22750D VEPO11 EPOXY COMP 2	B

C = Contains DOP , Methylene Chloride and or lead, chromate compounds
B = Contains Toluene
BC = Contains both B & C ingredients.

SCHEDULE A

March 22, 1996

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Lenmar, Inc. CALIFORNIA PROP. 65 LABELING LIST
For California Shipments Only

PRODUCT CODE	DESCRIPTION	INGREDIENT CODE
Y-733	MIL-L-22750D EPO11 EPOXY COMP 2	B
Y-775	MIL-C-46168D BLACK	B
Y-779	MIL-C-22750D EPOXY CLEAR COMP 1	B
Y-792	MIL-C-22750D FOR Y793 BLK 37038	B
Y-793	MIL-C-22750D EPO11 EPOXY COMP 2	B
Y-795	MIL-C-22750D COMP 1 FOR Y-733	B
Y-815	MIL-C-22750D COMP 1 FOR Y-648	B
Y-838	MIL-P-23377E COMP A FOR Y-633	BC
Y-849	MIL-P-23377F PRIMER TYPE 1 CL1	BC
Y-850	MIL-P-23377F TYPE 1 & 2 CL 1	B

C = Contains DOP , Methylene Chloride and or lead, chromate compounds
B = Contains Toluene
BC = Contains both B & C ingredients.

Exhibit B

EXHIBIT B
[Exemplary Label]

WARNING:
This product contains a chemical
known to the State of California to
cause birth defects or other
reproductive harm.
Consult MSDS.

B

WARNING:
This product contains a chemical
known to the State of California to
cause cancer.
Consult MSDS.

C

WARNING:
This product contains chemicals
known to the State of California to
cause cancer and birth defects or
other reproductive harm.
Consult MSDS.

BC

Exhibit C

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HMIS RATING 3

HEALTH 3

FLAMMABILITY 0

REACTIVITY

PERSONAL PROTECTION

MATERIAL SAFETY DATA SHEET

Lenmar, Inc.
150 S. Calverton Road
Baltimore, Maryland 21223

EMERGENCY/INFORMATION PHONE:
8:00 AM - 5:00 PM EASTERN TIME
M-F 410/947-2300

EMERGENCY PHONE AT ALL OTHER TIMES
410/358-5524

Data Prepared: February 27, 1994

SECTION I

*****PRODUCT IDENTIFICATION*****

Product Number/Name: P-249 MIL-L-19537C Lacquer : Acrylic-
Nitrocellulose Gloss (For Aircraft Use) Lead-Free # 11136
Product Class: Nitrocellulose Tint Lacquer

SECTION II

*****HAZARDOUS INGREDIENTS*****

Ingredient & CAS #	Percent by weight	Occupational Exposure Limits		Vapor Pressure mmHg @ 20 C
		TLV	PEL	
-Mineral Spirits 64742-88-7 (Solvent naphtha (petroleum), medium aliph.)	7-17	200	---	< 5
-Propylene Glycol Methyl Ether Acetate 108-65-6 (1-methoxy- 2-acetoxypropane)	7-17	N/A	---	3.7
-n Butyl Acetate 123-86-4 (Butyl Ester, Acetic Acid)	5-15	150	150	8
-Methyl Ethyl Ketone 78-93-3 (2-Butanone)	5-15	200	200	70
-Toluene 108-88-3 (*) (Methylbenzene)	2-12	100	---	22
-Isopropanol 67-63-0 (2-propanol)	1-7	400	400	33
-Butanol 71-36-3 (1-butanol)	1-7	50	---	5.5
-Diethyl Phthalate 117-81-7 (*)	1-8			
-Nitrocellulose 9004-70-0	1-9			

WARNING:
This product contains chemicals
known to the State of California to
cause cancer and birth defects or
other reproductive harm.
Consult MSDS. BC

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SECTION III

*****PHYSICAL DATA*****

Boiling Range: 176-399 F

Percent Volatile: 70
(by volume)

Evaporation Rate: slower than ether

Density: 8.50
(pounds/gallon).

Vapor Density: heavier than air

SECTION IV

*****FIRE AND EXPLOSION HAZARD DATA*****

Flammability Classification:

Flash Point:

Flammable Limits

(OSHA) Class 1B

51°F Setaflash CC

in air: (% by

(DOT) Flammable Liquid

11°C

volume)

lower 0.9

Extinguishing Media: Foam, Alcohol Foam, Carbon Dioxide, Dry Chemical,
Water Fog

Unusual Fire and Explosion Hazards:

Toxic gases are evolved when burning. Keep containers tightly closed. Isolate from heat, electrical equipment, sparks, open flame and areas where static electricity may be generated. Closed containers may explode when exposed to extreme heat. Water may be used to cool closed containers. Do not apply to hot surfaces. Do not store or mix with strong oxidants.

Special Fire Fighting Procedures:

Water may be ineffective; however, use water spray to cool fire-exposed closed containers to prevent explosion. Avoid unnecessary exposure to fumes. Any person exposed to such fumes should receive immediate medical attention. Use self-contained breathing apparatus in enclosed areas.

SECTION V

*****HEALTH HAZARD DATA*****

Effects of Overexposure:

Inhalation: anesthetic. Irritation of the respiratory tract or acute nervous system depression characterized by headache, dizziness, staggering gait, confusion, unconsciousness or coma. Skin or eye contact: primary irritant. Reports have associated repeated and prolonged occupational exposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the material may be harmful or fatal.

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Page 3

A) Acute: Toluene

1) Note to Physician (*)

If more than 2.0 ml per kg has been ingested and vomiting has not occurred. Emesis should be induced with supervision. Keep victim's head below hips to prevent aspiration. If symptoms such as loss of gag reflex, convulsions or unconsciousness before emesis, gastric lavage using a cuffed endotracheal tube should be considered.

2) Effect of Overexposure (*)

While there is no evidence that industrially acceptable levels of toluene vapors (e.g. the TLV) have produced cardiac effects in humans, animal studies have shown that inhalation of high levels of toluene produced cardiac sensitization. Such sensitization may cause fatal changes in heart rhythms. This latter effect was shown to be enhanced by hypoxia or the injection of adrenalin-like agents. Rats exposed to 1400 ppm or 1200 ppm to toluene for 14th/day for 4 or 5 weeks (respectively) exhibited high frequency hearing deficits. The significance of this information to man is unknown.

3) Overexposure to this material (or its components) has apparently been found to cause the following effects in laboratory animals: Liver abnormalities, kidney damage, lung damage, spleen damage. Humans: liver abnormalities. (*)

4) (^) Carcinogenicity Status: This chemical has been listed as a carcinogen or potential carcinogen for hazard communication purposes by: National Toxicology Program (Annual Report on Carcinogens) and International Agency for Research on Cancer (IARC) Monographs. A Consumer Product Safety Commission Chronic Hazard Advisory Panel has stated that, as this chemical is an animal carcinogen, it must be considered potentially carcinogenic to humans. (1) The Chemical Manufacturers Association Phthalate Esters Panel believes that the scientific data suggest that, while DOP may induce liver tumors in rats and mice at high dose levels, it poses little or no risk to man under the much lower exposure levels typical of product use.

Toxicity Data (^)

In its research program, the CMA Panel is sponsoring metabolism studies, mutagenicity studies, and studies on liver effects aimed at understanding the results of the NCI studies. Most chemicals that cause tumors do so by damaging genetic material. The CMA studies and other mutagenicity studies conducted by government and industry scientists show that DOP does not damage genetic material. DOP causes changes in the liver cells of mice and rats which may be unique to these rodents and may not occur in other animal species, including humans. If these changes in the liver do not occur, it is unlikely that tumors will be formed. Metabolism studies show further differences between rats and primates in response to DOP. These studies also indicate that the extremely high doses used in the NCI studies cause changes in the liver of the rats and mice which are not seen at more realistic doses.

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levels. Primary Route(s) of Entry: inhalation, skin contact
Medical Conditions Prone to Aggravation by Exposure: none known

Emergency and First Aid Procedures:

- Inhalation - Remove to fresh air. Give oxygen if breathing is difficult. Call a physician.
- Splash (Skin) - Wash affected areas promptly with water. Remove contaminated clothing, and launder before reuse. Consult a physician.
- Ingestion - Call a physician or poison control center immediately. If conscious give one or two glasses of water. Do not induce vomiting.

SECTION VI

*****REACTIVITY DATA*****

Stability: stable

Hazardous Polymerization: will not occur

Hazardous Decomposition Products: carbon dioxide, carbon monoxide
oxides of nitrogen

Conditions to Avoid: Temperatures in excess of 150 F in closed container. Exposure to heat, sparks, open flame and hot surfaces.
Incompatibility (Materials to avoid): oxidizing agents

SECTION VII

*****SPILL OR LEAK PROCEDURES*****

Steps to be Taken in Case Material is Released or Spilled: Remove all ignition sources. Mop up spills or add absorbant. Use non-sparking tools. Use adequate ventilation. Move leaking containers outdoors, observing precautions with regard to fire, spark and flame hazard. Runoff to waterway creates fire hazards; notify fire and health agencies.

Waste Disposal Method: Reclaim material, incinerate, or use sanitary landfill method of disposal, in accordance with federal, state and local regulations. Do not incinerate closed containers. Seal drums tightly.

SECTION VIII

*****SAFE HANDLING AND USE INFORMATION*****

Ventilation:

Use approved spray booth. Provide general dilution or local exhaust ventilation in volume and pattern to keep concentration of most hazardous ingredient in Section II below the TLV.

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Respiratory Protection:

In open areas use approved mechanical filter respirator to remove solid air-borne particles during spray application. In restricted ventilation areas use approved chemical/mechanical filters designed to remove a combination of particulates and vapor. In confined areas use approved airline-type respirators or hoods. Wear properly fitted, NIOSH approved respirator during and after application unless air monitoring demonstrates vapor/mist levels are below acceptable limits. Follow respirator manufacturer's directions for respirator use.

Protective Gloves: required for prolonged or repeated contact

Eye Protection: splash-proof goggles

Other Protective Equipment: none required

Special Hygienic Practices: none required

SECTION IX*******SPECIAL PRECAUTIONS*********Precautions to be Taken in Handling and Storing:**

Store in well-ventilated warehouse. Keep out of direct sunlight or other heat source. Keep containers closed. No smoking.

Other Precautions:

Do not take internally; harmful or fatal if swallowed. Containers should be grounded when pouring. Avoid free fall of liquid in excess of a few inches. Close container after each use. Do not transfer contents to bottles or other unlabeled containers. Avoid prolonged contact with skin and breathing of vapor or spray mist. Extinguish pilot lights. Use non-sparking tools and explosion - proof equipment. Keep away from heat, sparks and open flame. Do not apply to hot surfaces. Use only with adequate ventilation.

Empty Container Warning:

"Empty" containers retain residue (liquid and/or vapor) and can be dangerous. Do not pressurize, cut, weld, brase, solder, drill, grind or expose such containers to heat, flame, sparks or other sources of ignition. Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly returned to a drum reconditioner. All other containers should be disposed in an environmentally safe manner and in accordance with government regulations. For work on tanks refer to OSHA regulations, ANSI Z49.1, and other governmental and industrial reference pertaining to cleaning, repairing, welding or other operations.

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*****SARA 313 INFORMATION*****
This product contains the following substances subject to the reporting
requirement of section 313 of Title III of the Superfund Amendments and
Reauthorization Act of 1986 and 40 CFR Part 372:

CHEMICAL NAME & CAS #

Methyl Ethyl Ketone 78-93-3

Toluene 108-88-3

Butanol 71-36-3

Diethyl Phthalate 117-81-7

SARA HAZARD CATEGORIES:

Immediate (Acute) Health Hazard: Yes

Delayed (Chronic) Health Hazard: Yes

Fire Hazard : Yes

Reactivity Hazard : No

Sudden Release of Pressure : No