

EXHIBIT "A"

LEASE AGREEMENT (Store 25)

THIS LEASE AGREEMENT, made and entered into this 29 day of April, 2004, by and between Pike Nurseries, Inc. as successor by merger to Allied Promotions, Inc., a Georgia corporation (hereinafter referred to as "Lessor") and Pike Nursery Holding LLC, a Georgia limited liability company (hereinafter referred to as "Lessee"):

1. Definitions

Additional Rent means all amounts payable by Lessee pursuant to the terms of this Lease, except Base Rent.

Base Rent is defined in Section 6(a) hereof.

Contamination means the presence of or release of Hazardous Substances into any environmental media from, upon, within, below, into or on any portion of the Leased Premises so as to require remediation, cleanup or investigation under any applicable Environmental Laws.

Default Rate means an annual interest rate equal to the Prime Rate plus three per cent (3%) or the then highest rate allowable under applicable law, whichever is lower.

Environmental Laws means any law, rule or regulation pertaining to the control, use or regulation of Hazardous Substances.

Event of Default is defined in Section 14 hereof.

Expiration Date means the date on which the Term expires, by virtue of the passage of time (and not as a result of termination pursuant to any provision of this Lease), in accordance with the terms of this Lease.

Governmental Requirements means all present and future laws, ordinances, orders, rules, regulations or requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof having jurisdiction over the Leased Premises.

Greenhouse Improvements means the exterior greenhouse equipment used in the operation of the nursery business at the Leased Premises, consisting of a metal frame and a plastic cover.

Hazardous Substances means any and all hazardous substances, or hazardous waste which, during the term of this Lease, are regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or cleanup, including, without limitation, "CERCLA"; "RCRA"; or state lien, state superlien, environmental cleanup statutes, or any state transfer and use restrictions.

Improvements means all building and site improvements located on, in or under the Leased Premises as of the Lease Date, including, without limitation, signage, as altered from time to time during the Term in accordance with the provisions of this Lease, but expressly excluding the Greenhouse Improvements, which constitute part of Lessee's Personal Property. The billboard sign located along the right of way of Interstate 20 may be used by the Lessee during the term of the Lease, but shall remain the property of Lessor and may not be removed by Lessee at the end of the term, and may not be altered or modified in any way during the term of the Lease.

Lease Date means the date of this Lease.

Lease Year means the twelve (12) month period commencing on the Rent Commencement Date and each twelve (12) month period thereafter during the Term; provided that if the Rent Commencement Date is not the first day of a calendar month, the first Lease Year will extend through the end of the twelfth (12th) full calendar month following the calendar month in which the Rent Commencement Date occurs.

Leased Premises means the real property described on Exhibit A attached hereto and made a part hereof by this reference, together with all of Lessor's rights, privileges and appurtenances thereto, and together with all Improvements.

Lessee's Address means the following:

Pike Nursery Holding LLC
c/o Roark Capital Group Inc.
The Proscenium
1170 Peachtree Street, Suite 1825
Atlanta, Georgia 30309

Lessor's Address means the following:

Allied Promotions, Inc.
1700 Chartwell Trace
Stone Mountain, GA 30087

Lessee's Personal Property is defined in Section 9 hereof.

Mortgage means any mortgage, security deed, deed of trust or other instrument of security that is or may hereafter be placed upon the Leased Premises, or any part thereof by the Lessor.

Mortgagee means the holder from time to time of any Mortgage.

Option Term is defined in Section 4 hereof.

Partial Taking means a taking or condemnation for public use of a portion of the Leased Premises that does not constitute a Total Taking or which may constitute a Total Taking for the purposes hereof but which the Lessee elects to treat hereunder as a Partial Taking.

Primary Term is defined in Section 3 hereof.

Prime Rate means the rate of interest publicly announced from time to time by Bank of America, N.A., as its "prime rate". If Bank of America ceases to publish a "prime rate", Lessor will designate a comparable, substitute reference rate.

Rent is defined in Section 6(a) hereof.

Rent Commencement Date means the Lease Date; provided, however, that Base Rent (but not Additional Rent) will abate in the manner provided in Section 6.

Taking means either a Total Taking or a Partial Taking.

Term is defined in Section 4 hereof.

Total Taking means a taking or condemnation of (v) all of the Leased Premises, (w) so many of the parking spaces within the Leased Premises as would cause the Leased Premises not to be in compliance with applicable laws (without regard for any exceptions allowed for permissible non-conforming uses), (x) land or access rights which, when lost, will have a material adverse effect on the operation of the Leased Premises for the Permitted Use, including as a result of loss of parking spaces, (y) any portion of the building Improvements on the Leased Premises or (z) any taking that renders the Leased Premises not reasonably suitable for the use specified under this Lease.

2. **Leased Premises** The Lessor, for and in consideration of the rents, covenants and agreements herein contained, does hereby lease to Lessee, its successors and assigns, the Leased Premises.

3. **Primary Term** Lessee shall have and hold the Leased Premises for a term (hereinafter referred to as the "Primary Term") commencing on the date hereof and terminating on the last day of the fifteenth (15th) Lease Year.

4. **Option Terms** Lessee shall have the option to renew the Lease for up to two additional terms of five (5) years each (each such additional term hereinafter referred to as an "Option Term,"), each of which shall begin at the expiration of the Primary Term or the previous Option Term, as the case may be. Lessee may exercise this option with respect to each Option Term by providing Lessor with a written notice, at least one hundred eighty (180) days prior to the expiration of the Primary Term or the first Option Term, as applicable, that Lessee elects to exercise its option to extend for such Option Term. The terms of this Lease during any Option Term shall, except as otherwise provided herein, be the same terms and conditions as are set forth herein for the Primary Term (except that there will be no abatement of Base Rent during any of the Option Terms). As used herein, the term "Term" shall mean the Primary Term and all Option Terms as are in effect in accordance with the other terms hereof.

5. **Acceptance of Leased Premises.** Lessee hereby accepts the Leased Premises in the condition in which the Leased Premises exists on the Lease Date, as suitable for all uses permitted under the terms of this Lease, subject to the limitations set forth in Section

19. With respect to the physical condition of the Improvements on the Lease Date, Lessee has performed such inspection of the Improvements as Lessee deemed necessary and nothing in Section 19 will alter or limit in any way the obligation of Lessee to repair, maintain and replace the Improvements in accordance with this Lease and no condition of the Improvements existing as of the Lease Date, other than environmental conditions, will be excluded from such obligation.

6. Rent

a. In consideration of the agreements set forth herein to be performed by Lessor and of the leasing of the Leased Premises, Lessee agrees to pay to Lessor minimum annual rental equal to the following amounts (hereinafter referred to as the "Base Rent"; all amounts due and payable by Lessee hereunder to the Lessor, hereinafter referred to as "Rent"), without notice, demand, set off, deduction or reduction for any reason whatsoever except as set forth in Section 15(b):

TERM	RENT	
PRIMARY	YEAR 1	Free Year
	YEAR 2	\$113,750.00
	YEAR 3	\$117,000.00
	YEAR 4	\$120,250.00
	YEARS 5-15	\$120,250.00
FIRST OPTION TERM		To be calculated in accordance with Section 6.1
SECOND OPTION TERM		To be calculated in accordance with Section 6.2

b. Base Rent shall be due and payable in equal monthly installments commencing on the Rent Commencement Date and continuing on the first day of each month during the Term. All payments of Rent shall be payable at the address of Lessor set forth herein or such other address as the Lessor shall notify Lessee in writing. Monthly installments of Base Rent shall be due and payable on the first day of each calendar month, with the first such installment of Base Rent being due on the first day of the first month after the Rent Commencement Date and consisting of the Base Rent for such month plus the prorated portion of the Base Rent for the month in which the Rent Commencement Date occurred. Base Rent received after the tenth (10th) day of any month shall be accompanied by a late charge equal to three percent (3%) of the amount of such installment of Base Rent. Any installment of Base Rent which is past due for more than sixty (60) calendar days shall accrue interest, after the end of such 60-day period, at the Default Rate (whether or not an Event of Default exists) until paid in full. Base Rent shall be prorated for any partial month at the beginning or end of the Term hereof based on a thirty (30) day month irrespective of the number of days in such month. Additional

Rent will be due and payable by Lessee during Year One, notwithstanding the abatement of Base Rent.

c. Base Rent shall increase during the Primary Term according to Section 6(a), above, and at the commencement of each of the Option Terms according to Sections 6.1 and 6.2, below.

d. In the event that Lessor transfers fee simple title to the Leased Premises, then Lessor will provide Lessee with a notice of such transfer and the name and address of such new owner of the Leased Premises.

6.1 Increase of Base Rent during First Option Term. The Base Rent will increase as of the first day of the first Option Term, i.e., the first day of the sixteenth (16th) Lease Year, as follows (it being understood that the Base Rent for each Option Term, as so increased, shall be a fixed rate for the entire Option Term):

On the first day of the first Option Term, the Base Rent and the corresponding monthly installments of Base Rent, shall be increased by either (1) the percentage increase in the CPI (as hereinafter defined) from the month in which the fourth anniversary of the Lease Date occurs to the last month of the fifteenth (15th) Lease Year or (2) the Minimum Rate of Increase (as hereinafter defined), from the fourth anniversary of the Lease Date through the last day of the fifteenth (15th) Lease Year, whichever is greater; provided further, however, that the increase may not exceed the Maximum Rate of Increase (as hereinafter defined). The increase in Base Rent as of the first day of the first Option Term, i.e., the first day of the sixteenth (16th) Lease Year, shall be determined as follows: multiply \$120,250.00 by a fraction, the denominator of which is the CPI for the month in which the fourth anniversary of the Lease Date occurs and the numerator of which is the CPI for the last month of the fifteenth (15th) Lease Year, which will produce the annual Base Rent for the first Option Term, i.e., the sixteenth (16th) through the twentieth (20th) Lease Years; provided, however, that the Base Rent will increase by the Minimum Rate of Increase, regardless of the CPI, and will not increase at a rate greater than the Maximum Rate of Increase, regardless of the CPI. If the CPI for last month of the fifteenth (15th) Lease Year is not published as of the first day of the first Option Term, then Lessee shall continue to pay the Base Rent due from Lessee as of the end of the fifteenth (15th) Lease Year until the index necessary to perform the calculation described above is published and Lessor is able to calculate the revised amount of Base Rent due from Lessee for the first Option Term. Upon the submission of such calculation from Lessor, Lessee shall thereafter pay the adjusted Base Rent. Lessee shall also pay within thirty (30) calendar days after such calculation the difference between what Lessee has paid in Base Rent for the year in question and what Lessee would have paid, had the adjustment in question been made and Base Rent at the adjusted rate paid as of the first day of the first Option Term.

For the purposes of this Lease, "CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Atlanta. If the CPI as now published shall be revised or cease to be compiled and published during the Term, then the Bureau of Labor Statistics shall be requested to

furnish a statement converting the CPI to a figure that would be comparable to another index published by the Bureau of Labor Statistics and such other index shall be used in computing the increase in Base Rent in accordance with this Section 6.1 and Section 6.2, below. Should the parties not be able to secure such appropriate conversion or adjustment, they shall agree on some other index serving the same purpose to adjust the Base Rent, each exercising reasonable discretion. For the purposes of this Section 6.1 and Section 6.2, below, the term "Minimum Rate of Increase" will mean two percent (2%) per annum, on a non-compounded basis, for the period of time in question. For the purposes of this Section 6.1 and Section 6.2, below, the term "Maximum Rate of Increase" will mean four percent (4%) per annum, on a non-compounded basis, for the period of time in question.

6.2 Increase of Base Rent during Second Option Term. The Base Rent will increase as of the first day of the second Option Term, i.e., the first day of the twenty-first (21st) Lease Year, as follows:

On the first day of the second Option Term, the Base Rent and the corresponding monthly installments of Base Rent, shall be increased by either (1) the percentage increase in the CPI from the month in which the first Option Term commences to the last month of the first Option Term, i.e., the last day of the twentieth (20th) Lease Year or (2) the Minimum Rate of Increase, from the first day of the first Option Term through the last day of the first Option Term, whichever is greater; provided further, however, that the increase may not exceed the Maximum Rate of Increase. The increase in Base Rent as of the first day of the second Option Term, i.e., the first day of the twenty-first (21st) Lease Year, shall be determined as follows: multiply annual Base Rent in effect during the first Option Term by a fraction, the denominator of which is the CPI for the month in which the first Option Term commences and the numerator of which is the CPI for the last month of the first Option Term, which will produce the annual Base Rent for the second Option Term, i.e., the twenty-first (21st) through the twenty-fifth (25th) Lease Years; provided, however, that the Base Rent will increase by the Minimum Rate of Increase, regardless of the CPI, and will not increase at a rate greater than the Maximum Rate of Increase, regardless of the CPI. If the CPI for last month of the twentieth (20th) Lease Year is not published as of the first day of the second Option Term, then Lessee shall continue to pay the Base Rent due from Lessee as of the end of the twentieth (20th) Lease Year until the index necessary to perform the calculation described above is published and Lessor is able to calculate the revised amount of Base Rent due from Lessee for the second Option Term. Upon the submission of such calculation from Lessor, Lessee shall thereafter pay the adjusted Base Rent. Lessee shall also pay within thirty (30) calendar days after such calculation the difference between what Lessee has paid in Base Rent for the year in question and what Lessee would have paid, had the adjustment in question been made and Base Rent at the adjusted rate paid as of the first day of the second Option Term.

7. Net Lease Provisions

a. It is the intention and purpose of the parties hereto that this Lease shall be totally net to the Lessor. Accordingly, the Lessee agrees to bear, pay for, and discharge

not only such items as it has specifically agreed by the provisions of this Lease to pay, but also all other costs, charges and expenses of every kind and nature with respect to the ownership and operation of the Leased Premises and the Improvements, including, without limitation, expenses associated with the maintenance and repair of the Leased Premises and the Improvements and all ad valorem taxes and assessments and insurance premiums with respect to the Improvements.

b. During the Term, Lessee, at its sole cost and expense, shall keep in good repair and replace, as necessary, all parts of the interior and exterior of all Improvements, including, but not limited to, all heating and air-conditioning equipment located in the Improvements, and all doors, windows, plate glass, and storefronts, the roof of any Improvements, conductor pipes, irrigation systems, walls, and enclosed plumbing and wiring, parking lots and other paved areas and all service and utility facilities, whether underground or otherwise.

c. Lessee shall maintain at all times from the Lease Date and thereafter during the Primary Term and the Option Terms of this Lease, (i) all risk, fire and extended coverage insurance, on a replacement cost basis, covering the Improvements and the Leased Premises and (ii) to the extent available on a commercially reasonable basis, insurance on the "all-risk" or equivalent form against abatement or loss of rental by reason of the occurrences covered by the insurance described in clause (i), above and, to the extent insurable, by reason of any utility service interruptions, in an amount equal to Base Rent and all Additional Rent for at least twelve (12) months following the occurrence of such casualty. The insurance required by this subsection c shall be written on an occurrence (and not a claims made) basis and shall be issued by an insurance company authorized to do business in the State of Georgia and having a rating of not less than "A," and financial size of not less than Class X, in the most current available "Best's Insurance Reports". The foregoing requirements for the insurance company will likewise apply to the insurance companies issuing the coverage required by subsections d and e., below. Lessee shall annually review and update such coverage, provided that Lessor shall have the right to approve any deductible in excess of Twenty-Five Thousand and no/100ths Dollars (\$25,000) and any other material change in coverage. Such policy or policies shall provide that the Lessor and any Mortgagee shall be named as additional insureds and loss payee and shall be entitled to the receipt of all insurance proceeds relating to the Improvements, as their interests appear, with respect to the Leased Premises and pursuant to this Lease, but subject to the requirements of Section 7(g) Disbursement of Proceeds. Nothing contained in this subsection c will imply any right of Lessor to claim any right or interest in any insurance proceeds relating to Lessee's Personal Property. The insurance policy required by clause (i), above, shall provide full coverage for all demolition costs which are the obligation of Lessee under this Lease. Lessor and Lessee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Leased Premises, its contents or to the other portions of the Improvements, arising from any risk covered by "Special Form" fire and extended coverage insurance of the type and amount required to be carried hereunder, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto shall cause their respective insurance companies insuring the property of either Lessor or Lessee

against any such loss, to waive any right of subrogation that such insurers may have against Lessor or Lessee, as the case may be.

d. Lessee shall maintain at all times from the date hereof and throughout the Term, commercial general liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) of combined single limit coverage (which may be allocated between primary and umbrella coverage in such amounts as Lessee deems reasonable). Such commercial general liability insurance shall be primary and non contributory with any insurance carried or maintained by the Lessor, and shall name the Lessor and any Mortgagee as additional insureds with respect to the Leased Premises only. Lessee shall also carry worker's compensation insurance to the extent required by law.

e. At all times that any construction work for a contract sum greater than \$50,000.00 is being performed by or for the Lessee with respect to the Improvements, in accordance with the provisions of this Lease, the Lessee shall cause its general contractor to maintain all risk, builder's risk insurance in the full amount of the general contract for the construction of the Improvements plus all soft costs associated therewith on a completed value basis. Such policy of insurance shall name the Lessor and any Mortgagee as additional insureds and shall contain a waiver of subrogation clause in favor of Lessor, its employees, agents and contractors. Lessee shall further cause such general contractor and any other contractors performing any work with respect to the Improvements for a contract sum greater than \$50,000.00 with whom or which the Lessee has a direct contractual relationship to maintain commercial general liability insurance policies that meet all of the criteria set forth for the Lessee's commercial general liability policy herein, including the naming of Lessor and any Mortgagee as additional insureds.

f. Lessee shall provide Lessor with certificates of insurance evidencing the policies and coverages contemplated by this Lease (using the ACCORD Form 27) and, upon written request, with certified copies of such policies. Lessee shall further provide replacement certificates to the Lessor at least thirty (30) days prior to the date that any such policy expires which shows the premiums therefor paid for at least the next year of the Term. Such certificates shall provide that no policy named therein shall be canceled, terminated or the coverages thereunder reduced without giving at least twenty (20) days prior written notice to the Lessor (and any other party named therein) at the address for such parties on such certificate.

g. In the event the Improvements or any portion thereof are destroyed or damaged by fire or other unavoidable casualty ("Casualty"), Lessee shall promptly either commence to rebuild, repair or replace, at its sole cost such Improvements, or, if such damage or destruction occurs during the last two (2) years of the Primary Term or during the last two (2) years of any Option Term and the cost to repair such damage will exceed \$100,000, the Lessee shall have the right to elect to terminate this Lease by giving written notice to Lessor and raze any remaining Improvements and place the Leased Premises in a neat, clean orderly and safe condition not later than the thirtieth (30th) calendar day following the date of termination. If such damage or destruction occurs during the last two (2) years of the Term and the cost of restoration exceeds \$100,000 Lessee shall provide a written notice to the Lessor within sixty (60) days of such damage or

destruction as to whether it will replace and restore such Improvements or whether it is terminating this Lease and will raze such Improvements: Lessee shall repair any damage to any parking or other paved areas within the Leased Premises as part of any reconstruction of the Improvements or to the extent that any such areas are damaged as part of the razing of the Improvements. If Lessee elects to terminate this Lease and raze the Improvements in accordance with the foregoing, the Proceeds (as hereinafter defined) will be paid in full to Lessor and Lessor will make so much of the Proceeds available to Lessee as may be required to pay the reasonable cost of razing the Improvements, and the balance of the Proceeds shall be the sole and exclusive property of Lessor. If a Casualty occurs and Lessee is obligated to restore the Improvements in accordance with this subsection g, and the insurance proceeds ("Proceeds") received by Lessee or Lessor (including any Proceeds held or received on behalf of Lessor by the holder of any Mortgage) total less than \$25,000, they shall be paid over to Lessee, and applied by Lessee to the reconstruction, restoration and repair of the damaged portions of the Premises. If Lessee is obligated to restore the Improvements and the Proceeds equal or exceed \$25,000, the Proceeds shall be paid over to the Insurance Trustee (hereinafter defined), and such Proceeds shall be applied to the Lessee's reconstruction, restoration and repair of the damaged portions of the Premises in the manner provided in this subsection g. In the event that, following completion of the reconstruction, repair and restoration of the damaged portions of the Leased Premises, and the payment of all costs and expenses in connection therewith, there remain any unexpended Proceeds, Lessee shall be entitled to receive and retain all such unexpended Proceeds. The "Insurance Trustee" shall be a bank or other lending institution, or other institutional, disinterested third party, having an office in Atlanta, Georgia and being mutually acceptable to Lessor and Lessee, provided that Lessee may, at its election, designate Lessor as Insurance Trustee. Any Proceeds paid over to the Insurance Trustee shall be paid out by the Insurance Trustee to or for the account of Lessee from time to time as the work of reconstruction, restoration and repair of the damaged portion of the Premises progresses in accordance with the following requirements:

1. The plans and specifications for the restoration and a cost estimate for the restoration prepared by a general contractor, shall have been approved in writing by Lessor, prior to commencement of restoration, with such approval not to be unreasonably withheld, delayed or conditioned; the plans and specifications shall be prepared at the expense of Lessee promptly after occurrence of the Casualty, which cost may be paid out of the Proceeds; the quality of any restoration shall at least equal the quality of the Improvements as originally constructed; if, based on the cost estimate provided by Lessee, the Proceeds plus the amount of the deductible, which shall be paid by Lessee, are insufficient to pay the full cost of the restoration, Lessee and Lessor will have the rights and options hereinafter described in this subsection (g);

2. Lessee shall commence restoration within thirty (30) calendar days after Proceeds are available, the plans and specifications and cost estimate are approved and any necessary building and development permits have been obtained, and shall thereafter diligently and continuously pursue such restoration to completion, in substantial accordance with the approved plans and specifications, in a good and workmanlike manner and in accordance with all applicable Governmental Requirements;

3. Proceeds shall be disbursed only for work in place, based on a draw request form reasonably acceptable to Lessor and Lessee, which must contain a certificate to Lessor and the Insurance Trustee from Lessee and either the architect who prepared the approved plans and specifications or an inspector reasonably acceptable to Lessor, confirming that the work is in place and substantially complies with the approved plans and specifications;

4. Disbursements shall be made no more often than monthly and a 10% retainage (or other lesser retainage approved by Lessor) shall be withheld from each disbursement until completion is achieved; provided that the retainage shall be withheld only against actual "hard" construction costs and shall not be withheld against "soft" costs such as the fees of architects and engineers;

5. Lessee shall complete the work free of liens and will, upon request of Lessor, provide appropriate affidavits and waivers of lien from all contractors and subcontractors receiving disbursement of any of the Proceeds, as reasonably necessary to establish that the restoration is being performed and completed free of liens;

6. Lessor will deliver to the Insurance Trustee a written certification approving the draw request promptly after Lessee has properly satisfied all the requirements of this subsection g; and

7. Completion of the restoration will occur only when Lessee delivers to Lessor and the Insurance Trustee a written certificate, executed by Lessee and either the architect or the inspector, as the case may be, confirming substantial completion and providing evidence that the restoration has been accepted and approved by governmental authorities having jurisdiction.

Until required to disburse any Proceeds pursuant hereto, the Insurance Trustee shall invest all sums received by it pursuant hereto in an interest bearing account which is insured by the Federal Deposit Insurance Corporation. The Insurance Trustee shall make such payments or disbursements in accordance with the requirements set forth above. Upon compliance with the foregoing provisions, the Insurance Trustee shall, out of the Proceeds, pay or cause to be paid to Lessee the respective amounts stated in draw certificate approved in writing by Lessor, to have been paid by Lessee or to be due to the persons named in the certificate, as the case may be. All sums so paid to Lessee and any other Proceeds received or collected by or for the account of Lessee (other than by way of reimbursement to Lessee for sums theretofore paid by Lessee) shall be held by Lessee in trust for the purpose of paying the cost of such work. Upon completion of such work and receipt by Lessor and the Insurance Trustee of evidence satisfactory to Lessor and the Insurance Trustee of the character required above, the Insurance Trustee shall pay any remaining balance of the Proceeds to Lessee. Provided that Lessee is in compliance with Sections 7(c) through 7(f), above, Lessee shall be obligated to restore and repair the Improvements only the extent of the Proceeds, plus the full amount of the applicable deductible, subject, however to the following conditions:

(a) If the cost estimate for the restoration of any Casualty, as provided by Lessee to Lessor pursuant to (1), above, exceeds the amount of available Proceeds plus the amount of the applicable deductible, Lessee shall not proceed with the restoration unless either Lessor or Lessee elects to fund the shortfall in the Proceeds in the manner described in (b), below; and

(b) If the cost estimate provided by Lessee shows a cost of restoration which exceeds the amount of available Proceeds, plus the amount of the applicable deductible, Lessor and Lessee shall first, for a period of not less than ten (10) business days, exercise good faith efforts to negotiate with one or more general contractors an alteration of the scope of the restoration or otherwise find a reasonable means to cause the Proceeds to be adequate for restoration; if such efforts are unsuccessful, so that the Proceeds are insufficient for restoration, Lessee shall, within five (5) business days after the end of said 10-business day period, give written notice to Lessor that either (i) Lessee will pay the shortfall in the Proceeds and will promptly proceed with restoration in accordance with items (1) through (7), above, and this Lease will remain in full force and effect, or (ii) Lessee is unwilling to pay the shortfall in the Proceeds. If Lessee exercises its right under (i), above, Lessee will deposit the full amount of the shortfall with the Insurance Trustee within three (3) business days after giving written notice to Lessor. If Lessee exercises its right under (ii), above, Lessor will have the right, but no obligation, for a period of five (5) business days to give notice to Lessee that Lessor will pay the shortfall in the Proceeds. If Lessor gives such written notice, Lessor will, within three (3) business days after giving the notice, pay the full amount of the shortfall to the Insurance Trustee and Lessee will then promptly proceed with restoration in accordance with Items (1) through (7), above. If Lessor fails or elects not to give such written notice to Lessee, then this Lease will automatically terminate as of the tenth (10th) business day after the date on which Lessee gave notice that it was unwilling to fund the shortfall in the amount of the Proceeds, and Lessee and Lessor will have the same rights and obligations under this subsection (g) just as though this Lease had terminated as the result of a total Casualty during the last two years of the Term.

Lessee shall be obligated to pay the full amount of any deductible under any casualty insurance and shall deliver the full amount of any applicable deductible to the Insurance Trustee within ten (10) calendar days after the receipt by the Insurance Trustee of any insurance proceeds in the manner contemplated by this subsection g. There shall be no abatement of Rent under this Lease as a result of any damage or destruction of the Improvements or any other component of the Leased Premises.

h. Lessee shall pay and discharge prior to delinquency all taxes, assessments, levies and other charges, general and special, which are or may be during the Term levied, assessed, imposed or charged against the Leased Premises or any amounts payable hereunder (except for income taxes levied on the Lessor with respect to amounts payable to the Lessor hereunder) and any of Lessee's Personal Property. Lessor and Lessee shall prorate such taxes and assessments with respect to the first year of the Primary Term and the last year of the Term on a daily basis according to the number of days in such year that this Lease is in effect. If the amount of the bill for such taxes and assessments is not available at the time that the Term either terminates or expires, then Lessee shall pay its

prorata share to the Lessor based on the previous years tax bill at the time of such termination or expiration and Lessor and Lessee shall have the right to reproporate such taxes and assessments upon receipt of the actual tax bill and receive from the other within thirty (30) days of demand therefor any amounts necessary to correct such malapportionment. The provisions of this subsection h will survive expiration and any termination of this Lease.

i. In the event that the taxes and assessments with respect to the Leased Premises are increased at any time during the Term, Lessee shall have the right, at its sole cost and expense, to contest such increase in the manner permitted under applicable law; provided, however, that the conduct of such contest must stay the exercise of any remedies available to any taxing authority against either Lessor or the Leased Premises. Lessor agrees that Lessee may bring such contest in Lessor's name and that Lessor will cooperate with such contest as Lessee shall reasonably request; provided that Lessor will not be required to incur any expense or liability. Lessee shall notify Lessor of all such contests and shall permit the Lessor to participate therein at Lessor's expense. No such contest shall relieve the Lessor of any obligation hereunder to timely pay all taxes and assessments with respect to the Leased Premises.

j. Lessee shall not be required to pay any income, estate, gift, inheritance, transfer, capital levy, franchise or profits tax that may be payable by Lessor, or any tax measured by or based on the income or receipts of Lessor (other than a rent tax which may be imposed by any governmental authority expressly in lieu of property taxes).

k. Lessee shall be solely responsible for the payment of any special assessment made against the Leased Premises during the Term, whether payable in a single installment or in multiple installments. If any of such installments are due and payable after the date this Lease terminates or expires, then Lessee and Lessor shall prorate the amount of such installments through the expiration or termination of this Lease and Lessor shall be responsible for any such installments payable with respect to the period from and after such expiration or termination.

l. Lessee will not demolish any of the Improvements except in connection with the construction of additional or replacement Improvements in accordance with this subsection l. Lessee shall have the right, subject to all the terms and conditions of this subsection l, to alter (including, without limitation, landscaping), add to (including, without limitation, the construction of additional buildings or connecting walkways), or improve the Leased Premises (individually a "Lessee's Change" and collectively, "Lessee's Changes") during the Term hereof as often as and whenever it deems proper, provided that, with respect to any Lessee's Change, (i) no Event of Default has occurred and is continuing, (ii) the value of the Leased Premises following the completion of such alteration, addition or improvement of the Leased Premises shall not be less than the value of the Leased Premises immediately prior to the commencement of such alteration, addition or improvement, and (iii) such alteration, addition or improvement does not change the primary character of the Improvements as a retail nursery facility. With respect to any Lessee's Change which is structural in nature or will cost in excess of \$10,000.00, Lessee will not undertake such Lessee's Change without first obtaining the

prior written approval of Lessor, which will not be unreasonably withheld, delayed or conditioned. As a condition of granting consent, Lessor may require reasonable evidence that Lessee has funds readily available to pay the full cost of the Lessee's Change. Other Lessee's Changes will not require the prior approval of Lessor, but must nevertheless comply with all the provisions of this subsection l. All Lessee's Changes shall be performed in accordance with all Governmental Requirements applicable thereto, in a good and workmanlike manner with first-class materials and shall be completed free of liens. Lessee shall maintain insurance during the construction of all Lessee's Changes which complies with Section 7.e of this Lease. Lessee shall pay the full cost of any Lessee's Change. Except as otherwise provided in this subsection, all Lessee's Changes and all repairs and all other property attached to or installed on the Leased Premises by or on behalf of Lessee shall immediately upon completion or installation thereof be and become part of the Leased Premises and the property of Lessor without payment therefor by Lessor and shall be surrendered to Lessor upon the expiration or earlier termination of this Lease. To the extent permitted by law, all of Lessee's contracts and subcontracts for Lessee's Changes shall provide that no lien shall attach to or be claimed against the Leased Premises or any interest therein other than Lessee's leasehold interest in the Leased Premises, and that all subcontracts let thereunder shall contain the same provision.

m. Lessee may, without the consent of Lessor, remove or alter any signs or related improvements, such as pylons, which are part of the Improvements on the Lease Date, with the exception of the billboard sign on the property, which may not be altered by Lessee during the term of the Lease. In addition, Lessee may install or place additional signs or signage, anywhere on the Improvements or the Leased Premises, without the consent of Lessor. Any such additional signage, or removal or alteration of exiting signage, must conform to all applicable Governmental Requirements and all signage must, at Lessor's request, upon expiration or termination of this Lease, be removed by Lessee at Lessee's sole cost and expense (and all damage caused by such removal must be likewise be repaired by Lessee).

8. Quiet Enjoyment

a. Subject to the terms and provisions of this Lease, Lessor covenants, as against the claims of all persons claiming through or under Lessor, that, so long as Lessee observes and performs its obligations under this Lease, Lessee shall have quiet enjoyment throughout the Term of the Property, without hindrance, ejection or molestation by any person claiming through or under Lessor. Nothing contained in this Section shall hinder or impair Lessor's exercise of Lessor's rights and remedies under this Lease with respect to any Event of Default.

9. Lessee's Personal Property

a. Lessee may place and install in the Leased Premises such trade fixtures, equipment and other moveable personal property as the Lessee may determine to be appropriate for the conduct of its business within the Leased Premises, including, without limitation, the Greenhouse Improvements (hereinafter referred to as "Lessee's Personal

Property"), provided that the installation and maintenance thereof shall otherwise comply with the terms of this Lease and the requirements of all applicable laws, rules and regulations. Lessee has the right to remove from the Leased Premises at any time all of Lessee's Personal Property.

b. Notwithstanding anything to the contrary contained in this Lease, Lessee shall leave the Leased Premises in a good, safe and orderly condition following the removal of any of Lessee's Personal Property, such removal shall be conducted in accordance with all applicable laws, rules and regulations and, notwithstanding the removal of any of such Lessee's Personal Property or the termination or expiration of the Term, Lessee shall be solely responsible for the payment of all taxes and assessments with respect to Lessee's Personal Property.

c. Notwithstanding anything to the contrary contained herein, the Lessee shall not have the right at any time to place or install any underground or above ground storage tanks (other than for the storage of water for use in the irrigation or sprinkler system used at the Leased Premises) within the Leased Premises without the prior written consent of the Lessor (which may be granted or withheld in the absolute discretion of Lessor).

10. Use of the Leased Premises; Environmental Matters.

a. Lessee shall occupy and use the Leased Premises for the conduct of a nursery and landscaping center (which may include the sale of interior and exterior landscaping materials and related goods and services and the conduct of ancillary service businesses, including consulting, installation and servicing of landscaping materials), and for no other purpose. Without limitation, Lessee may, subject to such limitations as may be imposed by applicable Governmental Requirements, and the obligation of Lessee under this Lease to comply with all applicable Governmental Requirements, conduct on the Leased Premises all operations, uses and business activities conducted on the Leased Premises or in other similar facilities during the five (5) year period preceding the Lease Date by [Pike's Operating Entity] (the "Prior Uses"), and other operations, uses and business activities reasonably related to and consistent with the Prior Uses. The uses permitted under this Section 10(a) are collectively referred to as the "Permitted Use".

b. Lessor represents that, except as may be set forth in the environmental reports described on Exhibit B attached to this Lease and made a part hereof by this reference; Lessor has no actual knowledge, without inquiry or investigation, of any Contamination at the Leased Premises.

c. Lessee covenants that all its activities at the Leased Premises during the Term will be conducted in compliance with Environmental Laws. Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Lessee's operation of its business on the Leased Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Lessee, at Lessee's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals,

notifications and registrations and with any other applicable Environmental Laws. Lessee warrants that it has obtained (or will obtain as needed) all such permits, licenses or approvals and made all such notifications and registrations required by any applicable Environmental Laws necessary for Lessee's operation of its business on the Leased Premises.

d. Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, that the consent of Lessor shall not be required for the use at the Leased Premises of (i) cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities consistent with consumer use and otherwise reasonably necessary for and consistent with normal and ordinary use by Lessee in the routine operation or maintenance of Lessee's office equipment or in the routine janitorial service, cleaning and maintenance for the Leased Premises, or (ii) the use, storage and sale at the Leased Premises of supplies, inventory and materials associated with the Permitted Use, including landscaping and horticultural supplies, inventory and materials.

e. Lessee shall not cause or permit the release of any Hazardous Substances by Lessee or its agents, employees or contractors into any environmental media such as air, water or land, or into or on the Leased Premises, in any manner that violates any Environmental Laws. If such release shall occur, Lessee shall (i) take all steps reasonably necessary to contain and control such release and any associated Contamination, (ii) clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws and (iii) notify and keep Lessor reasonably informed of such release and response.

f. Regardless of any consents granted by Lessor pursuant to Section 9(d) allowing Hazardous Substances upon the Leased Premises, Lessee shall under no circumstances whatsoever cause or permit (i) any activity on the Leased Premises which would cause the Leased Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder, (ii) the discharge of Hazardous Substances into the storm sewer system serving the Leased Premises or (iii) the installation of any underground storage tank or underground piping on or under the Leased Premises (other than water used in connection with the irrigation system at the Leased Premises or utilities).

g. Lessee shall and hereby does indemnify Lessor and hold Lessor harmless from and against any and all expense, loss, and liability suffered by Lessor (except to the extent that such expenses, losses, and liabilities arise out of Lessor's own negligence or willful act), by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) by Lessee or its employees, agents or contractors or by reason of Lessee's breach of any of the provisions of this Section 9. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that Lessor may reasonably incur to comply with any Environmental

Laws; (ii) any and all costs that Lessor may reasonably incur in studying or remedying any Contamination at or arising from the Leased Premises; (iii) any and all costs that Lessor may reasonably incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Lessor; and (v) any and all legal and professional fees and costs reasonably incurred by Lessor in connection with the foregoing. The indemnity contained herein shall survive the expiration or earlier termination of this Lease.

h. Lessor will have the right at any time and from time to time, to enter the Leased Premises during normal business hours upon reasonable advance notice to Lessee for purposes of inspection to determine compliance by the Lessee with the terms of this Lease. Such right of inspection will include the period during which any Improvements are under construction, but at all times shall be exercised in such a manner as to not interfere unreasonably with the conduct of business on the Leased Premises or the construction of such Improvements. Lessee shall have the right to have a representative accompany Lessor at all times during any such inspection.

11. Utilities Services At all times during the Term, Lessee shall pay all service charges for water, telephone, electricity, heat, gas or other utility charges for utilities services used or consumed by Lessee in its occupancy of the Leased Premises, and Lessee shall not at any time permit any lien or claim to be filed against the Leased Premises, or any part thereof, on account of any expenses or charges for such services.

12. Redelivery of the Leased Premises

a. Lessee will, at the termination or expiration of the Term, peaceably surrender and deliver to Lessor the Leased Premises in as good condition and repair as on the Lease Date, ordinary wear and tear excepted and with the obligations set forth in this Section 12 completed.

b. Prior to the expiration of the Term, Lessee shall remove all of Lessee's Personal Property located on the Leased Premises, and after such removal shall repair any damage caused by such removal and otherwise perform such work as may be necessary to leave the Leased Premises in a neat, clean, safe and orderly condition and necessary to leave the parking and other paved areas in good condition and repair.

c. Lessee's obligations under this Section 12 shall be subject to damage arising from damage or condemnation, which damage shall be governed by Sections 7(g) and 16 hereof.

13. Assignment or Subletting

Lessee may not assign, mortgage, pledge, encumber or otherwise transfer this Lease in whole or in part, except in a Permitted Transfer (hereinafter defined) without on each occasion first obtaining the prior express written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provision to the contrary, Lessee may assign this Lease (a "Permitted Transfer") without Lessor's consent being required hereunder, if such Permitted Transfer is (i) to any corporation or other

entity that controls, is controlled by or is under common control with Lessee; (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Lessee; (iii) to any corporation or other entity in which there is substantial continuity of the ownership, management or business operations of the business conducted by the prior Lessee or which holds itself out to the public as the successor to the business of the original Lessee; (iv) in connection with the sale of all or substantially all of the assets of Lessee; or (v) to any leasehold mortgagee which is an institutional lender or which holds said leasehold under the terms of purchase money financing or a lessor under a sale-leaseback arrangement (in which case Lessee may become a sublessee) (all such transferees as described in clauses (i), (ii), (iii), (iv) or (v) above being referred to collectively as "Permitted Transferee(s)"); provided that the following conditions are met: (1) the net worth of the transferee or a party guaranteeing the obligations of the transferee is equal to or greater than \$6,000,000.00 and (2) the transferee shall assume in a writing reasonably satisfactory to Lessor all of Lessee's obligations under this Lease from and after the consummation of the transfer. Lessor further agrees that the admission and withdrawal of principals within Lessee and/or any Permitted Transferee in the course of the business of Lessee and/or such Permitted Transferee shall not be considered an assignment hereunder unless undertaken for the purpose of circumventing the restrictions on Transfer set forth herein

a. Either party, from time to time, upon (10) days prior request by the other party, agrees to execute and deliver a certificate in the form presented by the other party or any proposed Mortgagee or purchaser of the Leased Premises, certifying (if such be the case) to matters requested including the following: (i) that Lessee is in full and complete possession of the Leased Premises, such possession having been delivered by Lessor or its predecessor and accepted by Lessee; (ii) that the Leased Premises have been accepted by Lessee as suitable for the uses permitted by this Lease subject to Section 19; (iii) that this Lease is in full force and effect and has not been amended, modified, supplemented or superseded except as specifically noted; (iv) that to the knowledge of the certifying party there is no existing default on the part of Lessor or Lessee in the performance of any covenant, agreement or condition contained in this Lease to be performed by such party; (v) that the certifying party does not have any actual or threatened claim against the other party; (vi) that no Rent has been prepaid by Lessee; and (vii) that the addressee of said certificate may rely on the representations therein made; and certifying as to the dates of commencement and termination of the Term, the date on which Rent commenced to accrue under this Lease, and the date through which Rent has been paid.

b. So long as any Mortgagee shall enter into a subordination, nondisturbance, and attornment agreement (an "SNDA") with Lessee which is reasonably acceptable to Lessee, Lessee agrees to subordinate its rights and interests hereunder to any Mortgage, and to any and all advances to be made thereunder and to the interest thereon and all renewals, amendments, modifications, replacements and extensions thereof, if the Mortgagee under such Mortgage shall elect to subject and subordinate the rights and interests of Lessee under this Lease to the lien of its Mortgage. Within ten (10) days after written notice from Lessor requesting same, Lessee agrees to execute and deliver from time to time an SNDA reasonably acceptable to Lessee prepared by Lessor or its

Mortgagee, recognizing that this Lease is subordinate to the Mortgage specified in such SNDA. Such SNDA shall state, at a minimum, that (i) Lessee will not be named or joined in any proceeding to enforce the Mortgage unless such be required by law in order to perfect the proceeding, (ii) enforcement of any Mortgage shall not terminate or modify this Lease or any provision of this Lease or disturb Lessee in the possession and use of the Leased Premises (except in the case where Lessee is in default beyond the period, if any, provided in this Lease to remedy such default), (iii) provided Lessee does not terminate this Lease as a result of a Casualty or a Taking, Proceeds and Awards shall be first applied to the repair, alteration and restoration of the Building, as provided for in this Lease, before being applied to the Mortgage, and (iv) any party succeeding to the interest of Lessor as a result of the enforcement of any Mortgage shall be bound to Lessee, under all the terms, covenants, and conditions of this Lease for the balance of the term of this Lease, including Option Terms, with the same force and effect as if such party were the original Lessor under this Lease.

c. If Lessor or any Mortgagee provides the Lessee with a notice which specifies the address of such Mortgagee for notice purposes, Lessee agrees to give such Mortgagee a copy of any material notice served upon Lessor by Lessee in connection with this Lease, provided that failure to provide a copy of any such notice to the Mortgagee shall not invalidate any notice properly given to Lessor or the exercise of Lessee's rights hereunder. Further, any notice of default by Lessor served by Lessee shall be sent to such Mortgagee by registered or certified mail, postage prepaid, return receipt requested.

14. Default and Remedies

a. Any of the following occurrences or acts shall constitute an Event of Default under this Lease:

i. if Lessee, at any time during the Term, shall (a) fail to make any payment of Base Rent or Additional Rent for a period of ten (10) days after receipt of written notice given by Lessor that any such payment was not made when due; or (b) fail to observe or perform any other provision of this Lease for thirty (30) days after receipt of written notice given by Lessor to Lessee of such failure (provided that in the case of any default referred to in this clause (b) which cannot, with reasonable diligence, be cured within such thirty (30) day period, if Lessee commences to cure the same within such thirty (30) day period and thereafter prosecutes the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for as long as Lessee takes all steps that may be practicable under the circumstances so that the cure may begin and as long as Lessee diligently prosecutes the cure thereafter).

ii. if Lessee shall (a) file a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or (b) seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee of all or any substantial part

of the assets of Lessee on the Leased Premises or any portion thereof or of any or all of the income, rents, issues, profits or revenues thereof, or (c) make any general assignment for the benefit of creditors, or admit in writing its or their inability to pay its or their debts generally as they become due.

b. Upon the occurrence of any one or more Events of Default, Lessor may, at Lessor's option, without any demand or notice whatsoever (except as expressly required in this subsection b):

(i) Terminate this Lease by giving Lessee written notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Lessee under this Lease and in and to the Leased Premises shall terminate. Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination, and Lessee shall surrender the Leased Premises to Lessor on the date specified in such notice; or

(ii) Terminate this Lease as provided in subsection (i), above, and recover from Lessee all damages Lessor may incur by reason of Lessee's default, including, without limitation, an amount which, at the date of such termination, is calculated as follows: (1) the value of the excess, if any, of (A) the Base Rent, Additional Rent and all other sums which would have been payable hereunder by Lessee for the period commencing with the day following the date of such termination and ending with the Expiration Date had this Lease not been terminated, excluding any unexercised Option Terms (the "Remaining Term"), over (B) the aggregate reasonable rental value of the Leased Premises for the Remaining Term (which excess, if any shall be discounted to present value at a rate equal to the "Treasury Yield" as defined below for the Remaining Term); plus (2) the costs of recovering possession of the Leased Premises and all other expenses incurred by Lessor due to Lessee's default, including, without limitation, reasonable attorney's fees; plus (3) the unpaid Base Rent and Additional Rent earned as of the date of termination plus any interest and late fees due hereunder, plus other sums of money and damages owing on the date of termination by Lessee to Lessor under this Lease or in connection with the Leased Premises. The amount as calculated above shall be deemed immediately due and payable. The payment of the amount calculated in subparagraph (ii)(1) shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by Lessor and Lessee that actual damages to Lessor are extremely difficult, if not impossible, to ascertain. "Treasury Yield" shall mean the rate of return in percent per annum of Treasury Constant Maturities for the length of time specified as published in document H.15(519) (presently published by the Board of Governors of the U.S. Federal Reserve System titled "Federal Reserve Statistical Release") for the calendar week immediately preceding the calendar week in which the termination occurs. If the rate of return of Treasury Constant Maturities for the calendar week in question is not published on or before the business day preceding the date of the Treasury Yield in question is to become effective, then the Treasury Yield shall be based upon the rate of return of Treasury Constant Maturities for the length of time specified for the most recent calendar week for which such publication has occurred. If no rate of return for Treasury Constant Maturities is published for the specific length of time specified, the Treasury Yield for such length of time shall be the

weighted average of the rates of return of Treasury Constant Maturities most nearly corresponding to the length of the applicable period specified. If the publishing of the rate of return of Treasury Constant Maturities is ever discontinued, then the Treasury Yield shall be based upon the index which is published by the Board of Governors of the U.S. Federal Reserve System in replacement thereof or, if no such replacement index is published, the index which, in Lessor's reasonable determination, most nearly corresponds to the rate of return of Treasury Constant Maturities. In determining the aggregate reasonable rental value pursuant to subsection (ii)(1)(B) above, the parties hereby agree that, at the time Lessor seeks to enforce this remedy, all relevant factors should be considered, including, but not limited to, (a) the length of time remaining in the Remaining Term, (b) the then current market conditions in the general area in which the Building is located, (c) the likelihood of reletting the Leased Premises for a period of time equal to the remainder of the Term, (d) the net effective rental rates then being obtained by Lessors for similar type space of similar size in similar type buildings in the general area in which the Building is located, (e) the vacancy levels in the general area in which the Building is located, (f) current levels of new construction that will be completed during the Remaining Term and how this construction will likely affect vacancy rates and rental rates and (g) inflation; or

(iii) Without terminating this Lease, in its own name but as agent for Lessee, enter into and upon and take possession of the Leased Premises or any part thereof. Any property remaining in the Leased Premises may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of, Lessee without Lessor being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby unless caused by Lessor's gross negligence. Thereafter, Lessor may, but shall not be obligated to, lease to a third party the Leased Premises or any portion thereof as the agent of Lessee upon such terms and conditions as Lessor may deem necessary or desirable in order to relet the Leased Premises. The remainder of any rentals received by Lessor from such reletting, after the payment of any indebtedness due hereunder from Lessee to Lessor, and the payment of any costs and expenses of such reletting, shall be held by Lessor to the extent of and for application in payment of future rent owed by Lessee, if any, as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Lessor the entire sums then due from Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(iv) Without terminating this Lease, and with or without notice to Lessee, enter into and upon the Leased Premises and, without being liable for prosecution or any claim for damages therefor, maintain the Leased Premises and repair or replace any damage thereto or do anything or make any payment for which Lessee is responsible hereunder. Lessee shall reimburse Lessor immediately upon demand for any expenses which Lessor incurs in thus effecting Lessee's compliance under this Lease and Lessor shall not be liable to Lessee for any damages with respect thereto; or

(v) With or without terminating this Lease, allow the Leased Premises to remain unoccupied and collect rent from Lessee as it comes due; or

(vi) Pursue such other remedies as are available at law or equity.

c. Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Lessor from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

d. No agreement to accept a surrender of the Leased Premises and no act or omission by Lessor or Lessor's agents during the Term shall constitute an acceptance or surrender of the Leased Premises unless made in writing and signed by Lessor. No re-entry or taking possession of the Leased Premises by Lessor shall constitute an election by Lessor to terminate this Lease unless a written notice of such intention is given to Lessee. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making such waiver. Lessor's acceptance of Base Rent or Additional Rent in full or in part following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without a written notice thereof to the other party.

e. If an Event of Default shall occur, Lessee shall pay to Lessor, on demand, all expenses incurred by Lessor as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

f. Lessor may, but shall not be obligated to, cure any Event of Default by Lessee after complying with the notice provisions herein set forth, and whenever Lessor so elects, all costs and expenses paid or incurred by Lessor in curing such Event of Default, including reasonable attorney's fees, shall be deemed to be Additional Rent due on demand with interest at the Default Rate.

15. Lessor Default

a. Lessor shall not be in default under this Lease unless Lessor fails to perform obligations required of Lessor under this Lease within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by Lessee to Lessor and to any Mortgagee whose name and address shall have theretofore been furnished to Lessee in writing, specifying the obligation which Lessor has failed to perform; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences

performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

b. Lessee shall have no right to set off or deduct any amounts incurred in connection with any default of the Lessor hereunder against any Rent payments or other obligations of Lessee hereunder. Notwithstanding the foregoing, in the event that Lessee shall receive a final judgment against Lessor (with respect to which no appeal is available or with respect to which all appeal periods have expired) in a court of competent jurisdiction in the State of Georgia as a result of a breach of this Lease by Lessor, then Lessee may offset the amount of any monetary judgment thus obtained against any installment of Rent coming due to Lessor thereafter.

c. In no event shall Lessee have the right to terminate this Lease as a result of Lessor's default and Lessee's remedies shall be limited to direct and actual damages resulting solely from the default (and no consequential or indirect damages) and/or injunctive relief.

16. Condemnation

a. Lessor and Lessee will give written notice to the other of any proceedings or negotiations which might result in any Taking, immediately upon obtaining actual knowledge thereof, generally describing the nature and extent of such Taking or the nature of such proceedings or negotiations and the nature and extent of the Taking which might result therefrom, as the case may be.

b. This Lease shall be terminated only in the event of a Total Taking and then such termination shall be effective as of the date that Lessee shall be dispossessed from the Leased Premises as a result of such Total Taking; provided that no such termination shall release or relieve any party of any obligations hereunder that survive any such termination of this Lease.

c. In the event of a Partial Taking, the Lessee shall restore the Leased Premises (including any Improvements affected thereby) to a working order and repair and to as nearly the condition as existed prior to such Partial Taking, to the extent condemnation proceeds are available and to the extent reasonably practical under the circumstances of the Taking. Lessor agrees to make condemnation proceeds available for such restoration. The procedures for the disbursement of a condemnation award in such circumstances shall be the same as those for the disbursement of insurance proceeds in connection with the repair of the Leased Premises (and Improvements) following damage and destruction and that are set forth in this Lease.

d. Any Partial Taking shall not reduce the Base Rent or any other amount payable hereunder. In the event of a termination of this Lease arising out of a Total Taking, any Base Rent and other charges paid in advance shall be refunded to Lessee, and Lessee shall promptly remove Lessee's Personal Property from the Leased Premises or Default portion thereof.

e. In the event of any condemnation or taking of the Leased Premises, Lessee at its expense may, in the same proceeding as Lessor, appear, claim and seek to prove, relative to such taking (a) the value of Lessee's leasehold estate created by this Lease assuming the leasehold estate was not terminated by the condemnation or taking, (b) the value of Lessee's Personal Property which is condemned but which under the terms of this Lease Lessee is permitted to remove at the end of the Term, (c) relocation and moving expenses and (d) such other claims as are permitted to Lessee under applicable law. Any and all condemnation or similar proceeds which are awarded as a lump sum or as separate awards made to Lessor and Lessee (including any award for the items described in clauses (a) through (d) above) by the condemning authority on account of their separate interests (all of such proceeds being herein called the "Condemnation Proceeds") shall, notwithstanding the termination of this Lease, be divided as follows:

(i) If this Lease is terminated in its entirety, Lessor shall first receive an amount of money equal to the fair market value of the Leased Premises (to be determined as though this Lease did not exist and without regard for the amount of the Rent); if any Condemnation Proceeds remain after such payment to Lessor, such remaining balance shall be paid to Lessee; and

(ii) If only a portion of the Leased Premises is taken and this Lease remains in effect as to the remaining portion of the Leased Premises, then (a) first, to the cost of repairing and restoring the untaken portion of the Improvements, and (b) thereafter as set forth in clause (i) above.

For the purpose of determining the fair market value of the Leased Premises, as contemplated by item (i), above, Lessor shall propose an appraiser to Lessee in a written notice. The proposed appraiser (and all other appraisers referenced in this paragraph) shall have the designation "MAI" and shall have not less than ten (10) years of experience appraising similar properties in metropolitan Atlanta, Georgia. If the proposed appraiser is not acceptable to Lessee, Lessee will give written notice to Lessor, within ten (10) calendar days after receipt of the notice from Lessor, proposing a different appraiser. If the appraiser proposed by Lessee is not acceptable to Lessor, Lessor will give written notice to Lessee within (10) calendar days after receipt of the notice from Lessee. Within ten (10) calendar days after receipt by Lessee of such notice from Lessor, Lessee and Lessor will separately request in writing that their respective appraiser appoint a third appraiser, within ten (10) calendar days after making the request. If the two appraisers make such appointment, the third appraiser will promptly prepare the required appraisal, which will conclusively determine the fair market value of the Leased Premises for the purposes of Item (1), above. If the two appraisers fail to make the appointment, either Lessor or Lessee shall request that the appointment be made by the American Arbitration Association ("AAA"). Lessor and Lessee will share equally the cost of the appraisal and, if applicable, the fees of AAA.

17. Indemnification; Compliance With Laws; Mechanics' and Materialmen's Liens

a. Lessee agrees to pay, and to protect, indemnify and save harmless Lessor and all beneficiaries, agents and employees of Lessor from and against any and all liabilities, losses, causes of action, suits, claims (including all third-party claims for personal injury, death or property damage), demands, administrative proceedings, judgments, actual damages, penalties, fines, costs (including sums paid in settlement of claims) and expenses (including all attorney's fees, consultants' or experts' fees and other expenses of Lessor in connection with any of the foregoing and all costs incurred in enforcing this indemnity) of any nature whatsoever (except those arising from the negligent acts or intentional misconduct of Lessor, its agents or employees), arising from (i) Lessee's use and occupancy of the Leased Premises (including statutory liability and liability under workers compensation laws), (ii) any injury to, or the death of, any person on or within the Leased Premises or any adjoining sidewalks or any damage to the Leased Premises, (iii) any act or negligence of the Lessee, (iv) Lessee's violation of any agreement, condition, covenant, representation or warranty contained in this Lease, and (v) violation by Lessee of any contract or agreement to which Lessee is a party and affecting the Leased Premises or any part thereof or the occupancy or use thereof, or (vi) violation by Lessee of any Environmental Laws or other applicable laws. For the purpose of subsections (i) through (vi) of the preceding sentence, the term "Lessee" shall include Lessee and any other person occupying all or any portion of the Leased Premises, by, through or under Lessee, and any officer, agent, employee, guest, or invitee of any of them. Lessee upon notice from Lessor will defend any claim of the nature described in this Section at the Lessee's expense by counsel approved in writing by the Lessor. The foregoing indemnification and the responsibilities of Lessee shall survive the termination or expiration of this Lease.

b. Lessee shall promptly comply in all material respects throughout the Term, at Lessee's sole cost and expense, with all present and future Governmental Requirements relating to (a) all or any part of the Leased Premises, and (b) the use or manner of use of the Leased Premises. For the purpose of the preceding sentence, a failure by Lessee to comply with applicable Governmental Requirements will not be deemed "material" so long as (i) the aggregate cost to cure all non-compliance from time to time in existence is less than \$1000.00, (ii) the non-compliance does not create circumstances which could be a threat to health or safety and (iii) no notice of non-compliance has been given with respect to the condition by any governmental authority. Lessee shall also observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Leased Premises. Without limiting the foregoing, if as a result of one or more Governmental Requirements, it is necessary, from time to time during the Term, to perform an alteration or modification of the Leased Premises, then such alteration or modification shall be the sole and exclusive responsibility of Lessee in all respects and shall be promptly performed by Lessee at its expense in accordance with the applicable Governmental Requirement and the provisions of this Lease.

c. Lessee, at its expense and by appropriate proceedings diligently prosecuted, may contest the validity or applicability of any legal requirement, and may postpone its compliance therewith until such contest shall be decided, provided such postponement stays the enforcement against either Lessor or the Improvements or the

Leased Premises of any right or remedy available to the applicable governmental authority and does not subject either the Lessor, the Improvements or the Leased Premises to damage or loss.

d. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's interest in the Leased Premises, and any and all liens and encumbrances created by Lessee shall attach only to Lessee's interest in the Leased Premises. Lessee agrees to hold Lessor harmless from, and defend Lessor against (with legal counsel reasonably acceptable to Lessor) all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with (i) work performed by or at the direction of Lessee or (ii) claims of any nature asserted by persons claiming through or under Lessee. Lessee shall not permit Lessor's interest in the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed for the Leased Premises by, or at the direction or sufferance of Lessee. If any lien of any nature, held by a person claiming through or under Lessee, is filed against the Leased Premises, Lessee shall discharge the same by payment or bonding within ten (10) calendar days after the filing thereof. If Lessee fails so to discharge any such lien, Lessor may, without investigation of the validity of the lien claim, discharge such lien and Lessee shall reimburse Lessor upon demand for all costs and expenses reasonably incurred in connection therewith, which expenses shall include any attorneys' fees, paralegals' fees and any and all costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien. Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Leased Premises to liability under any lien law now or hereafter existing in the State of Georgia.

18. Miscellaneous Provisions

a. Subject to the other terms hereof, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Any attempted assignment by Lessee of its interest under this Lease which is made in violation of the terms of this Lease will be null and void and of no legal effect.

b. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be given in writing, as follows: if to Lessee, addressed to Lessee at Lessee's Address; if to Lessor, at Lessor's Address. All notices shall be deemed to have been properly given: (i) on the date of delivery into the custody of any nationally recognized overnight courier service such as UPS, with charges paid by the sender, for overnight delivery; or (ii) upon deposit with the U.S. Postal Service if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) upon actual receipt by the addressee, as evidenced by a written receipt, if notice is given by any other method; provided, however, that the time allowed by this Lease for a response to any notice shall not begin until the date of receipt. Refusal

to accept delivery of any notice, or inability to deliver a notice because of a change of address as to which no notice has been given, shall conclusively constitute receipt of the notice given. Lessor and Lessee shall each have the right from time to time to specify as its address for purposes of this Lease any other addresses in the continental United States of America upon fifteen (15) days' prior notice thereof, similarly given, to the other party.

c. Anything in this Lease to the contrary notwithstanding, neither Lessee nor Lessor shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if such failure of performance shall be due to any strike, lockout, boycott, labor dispute, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulation or control, inability to obtain any material or service, Act of God, adverse weather condition, energy shortage or any other cause whether similar or dissimilar, beyond the reasonable control of Lessee or Lessor, as the case may be; provided such cause is not due to the willful act of Lessee or Lessor, as the case may be; and further provided that delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party; and further provided that the foregoing shall not relieve Lessee from its obligation timely to pay Rent and other sums due under this Lease; and further provided that the party claiming any such excuse for its performance hereunder has given the other party notice of the cause and anticipated duration of such failure of performance.

d. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Lessor and Lessee.

e. The relationship of the parties is that of lessor and lessee only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal-agent or any other relationship between Lessor and Lessee except that of lessor and lessee. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

f. Lessee represents and warrants to Lessor that Lessee has not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease. Lessee shall indemnify Lessor for any and all costs and expenses arising from any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under Lessee.

g. Lessor represents and warrants to Lessee that Lessor has not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Lease. Lessor shall indemnify Lessee for any and all costs and expenses arising from any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under Lessor.

h. Lessee shall, not later than ninety (90) days following the close of each fiscal year of Lessee during the Term, furnish to Lessor a balance sheet of Lessee as of

the end of such fiscal year and the related statements of operations, stockholders' equity (or the comparable item, if Lessee is not a corporation) for such fiscal years, certified (solely with respect to such financial statements) without qualification by an independent certified public accountant of recognized standing. Lessor shall hold such materials in confidence and not disclose them to third parties, other than the lenders or prospective lenders of Lessor who shall be similarly bound by the confidentiality provision.

i. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, limited liability companies, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Wherever used herein, the words "include" and "including" shall be deemed to be followed by the words "but shall not be limited to" or "but not limited to," respectively, unless the context otherwise requires.

j. If there is more than one Lessee at any time, the liability of all such parties for compliance with and performance of the terms and covenants of this Lease shall be joint and several.

k. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

l. The term "Lessor", as used in this Lease, so far as the rights, covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Leased Premises, and in the event of any transfer or transfers of title thereto, the Lessor named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall be automatically relieved from and after the date of such transfer or conveyance of all liability hereunder accruing or arising with respect to the period after such conveyance. Except with respect to the disbursement of insurance proceeds and condemnation awards, neither the Lessor nor any of its officers, directors, employees or shareholders shall have any personal liability for the performance of any of its obligations under this Lease and the right of the Lessee to recover any amounts from the Lessor or from any of its officers, directors, employees or shareholders pursuant to the provisions of this Lease shall be limited to the interest of the Lessor in the Leased Premises.

m. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

n. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated Rent and amounts due, nor shall any endorsement or statement on any

check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such amounts or pursue any other remedy provided in this Lease.

o. This Lease and the exhibits hereto set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and Lessee concerning the Leased Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

p. Neither Lessor nor Lessee shall under any circumstances be liable to the other for punitive or consequential damages, and each of Lessor and Lessee hereby waives and releases any right to claim punitive or consequential damages from the other pursuant to this Lease.

q. Statutory attorney's fees, under O.C.G.A. § 13-1-11 shall not apply and are hereby waived.

r. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

19. Preexisting Conditions.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall not be liable to Lessor under this Lease, by indemnification or otherwise, to the extent that the liability in question arises out of (i) the negligence, intentional act or willful misconduct of the Lessor or breach of this Lease by Lessor, (ii) the environmental condition of the Leased Premises as in existence on the Lease Date, or (iii) the use or occupancy of the Leased Premises by any party at any time prior to the Lease Date (except to the extent such use or occupancy may have caused wear and tear on or otherwise affected the physical condition, as opposed to the environmental condition, of the Improvements prior to Lease Date).

[signatures commence on following page]

IN WITNESS WHEREOF, authorized representatives of Lessor and Lessee have executed this Lease under seal as of the day and year first above written.

"LESSOR"

Pike Nurseries, Inc.,
a Georgia corporation

By: _____

Title: _____

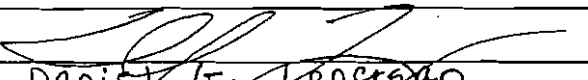
Attest: _____

[CORPORATE SEAL]

[signatures continues on following page]

"LESSEE"

Pike Nursery Holding LLC,
a Georgia limited liability company

By: 
Title: Daniel G. Conergan
Vice President and Secretary
Attest: Carol J. Langford

[CORPORATE SEAL]

EXHIBIT "A"

Legal Description

Tract N - (Store #25 - 2140 Salem Road - Rockdale County)

All that tract or parcel of land lying and being in Land Lot 234 of the 10th District of Rockdale County, Georgia, and being more particularly described as follows:

To arrive at the True Point of Beginning, commence at the southern point of the mitared intersection of the southeastern right-of-way line of Interstate 20 with the eastern right-of-way line of Salem Road (being an 80.0-foot right-of-way); thence running southerly along said eastern right-of-way line of Salem Road a distance of 170.0 feet to a 1/2-inch rebar found, being the TRUE POINT OF BEGINNING; and from said TRUE POINT OF BEGINNING, run thence north 67 degrees 13 minutes 29 seconds east a distance of 271.70 feet to a 1/2-inch rebar found; thence running north 50 degrees 36 minutes 00 seconds east a distance of 123.70 feet to a 3/8-inch rebar found on the southwestern right-of-way line of Interstate 20; thence running south 67 degrees 58 minutes 22 seconds east along said southwestern right-of-way line of Interstate 20 Frontage Road a distance of 93.82 feet to a 1/2-inch rebar found; thence running south 04 degrees 56 minutes 00 seconds west a distance of 485.20 feet to a 3/8-inch rebar found; thence running north 85 degrees 04 minutes 00 seconds west a distance of 418.70 feet to a 1/2-inch rebar found on the eastern right-of-way line of Salem Road; thence running north 04 degrees 56 minutes 00 seconds east along said eastern right-of-way line of Salem Road, a distance of 300.00 feet to a 1/2-inch rebar found, being the TRUE POINT OF BEGINNING; said tract containing 3.9865 acres, being known as 2140 Salem Road, as delineated on that certain plat of survey for Pike Nurseries, Inc., Allied Promotions, Inc., & NCNB National Bank, last revised October 25, 1989, certified by Chester M. Smith, Jr., Georgia Registered Land Surveyor No. 1443, of Metro Engineering And Surveying Co., Inc., Atlanta, Georgia.

Allied Promotions, Inc. is the record owner of this real estate.

EXHIBIT "B"

EXISTING ENVIRONMENTAL REPORTS

TRANSFER AND ASSIGNMENT OF LEASES

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the undersigned officer duly authorized does hereby grant, transfer and assign any and all interest to John B. Little, Jr., (1/5 interest); Paul Duncan (1/5 interest); Wilburn T. Keel, (1/5 interest); D. L. Knox (1/5 interest); and Shirley Richardson Cooley and Kenneth D. Richardson, Co-Executors of the Estate of Oscar Denver Richardson a/k/a O. D. Richardson (1/5 interest), the lease (executed copy of which are attached hereto and made a part hereof) described as follows:

Tenant: Pike Nursery Holding, LLC, a Georgia limited liability company
Lease dated April 29, 2004 and amendments thereto - with terms as stated within said lease regarding premises described as 3.9 acres in Land Lot 234 of the 10th District, Rockdale County, Georgia, knows as 2140 Salem Road, S. E., Conyers, Georgia.

Executed this 30th day of March, 2005.

DLH HOLDINGS, INC.,
a Georgia Corporation, f/k/a
PIKE NURSERIES, INC., f/k/a
ALLIED PROMOTIONS, INC.

By: William H. Pike (SEAL)
Title: PRESIDENT

(CORPORATE SEAL)

Melinda H. Cope
Witness
Kathryn A. Lea
Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 7, 2005

(NOTARY PUBLIC)

EXHIBIT B

2007 PROPERTY TAX BILL
ROCKDALE COUNTY, GEORGIA
DAN RAY, Tax Commissioner



OWNER: LITTLE JR JOHN B ETAL

DESCRIPTION: 2140 SALEM RD SE

LOCATION: 2140 SALEM RD SE

MARKET VALUE: \$1,049,800

TAX BILL NUMBER: 0718711

ACCOUNT NUMBER: 5028509

PARCEL NUMBER: 093-0-02-010A

PROPERTY TYPE: Real Estate

ASSESSED VALUE: \$419,920

TAX PAYMENT IS DUE IN FULL BY: November 15, 2007

TAX DISTRICT: Rockdale Unincorporated

HOMESTEAD EXEMPTION CODE:

Gross Assessment - Standard Exemption = Net Assessment x Millage Rate = Gross Tax - HTRG Credit - HOST Credit = Net Tax Due

TAX AUTHORITY	GROSS ASSESSMENT	STANDARD EXEMPTION	NET ASSESSMENT	MILLAGE RATE	GROSS TAX	HTRG CREDIT	HOST CREDIT	NET TAX DUE
State	419,920		419,920	0.00025	104.98			104.98
County M&O	419,920		419,920	0.01461	6,135.03			6,135.03
County Bond	419,920		419,920	0.00022	92.38			92.38
School M&O	419,920		419,920	0.02100	8,818.32			8,818.32
School Bond	419,920		419,920	0.00000				0.00
NF Penalty								0.00
Street Light								
Totals					15,150.71	0.00	0.00	15,150.71

	Interest, Charges & Adjustments	2,141.60
	TOTAL PAYMENTS	17,292.31
	Balance Due	0.00
	Last Payment Received: 3/14/2008	

Dear Taxpayer,

This is your **2007** Ad Valorem Property Tax Bill for property that you owned in Rockdale County on **January 1st, 2007**. This bill must be paid in full by **November 15, 2007**, in order to avoid interest or penalty charges. Although you may no longer own this property, you are still responsible by state law for insuring this bill is paid. If you contracted with the new owner and made it their responsibility to pay this bill, please forward a copy to the new owner. If your mortgage company pays your bill, please forward a copy to them.

CLIP AND SEND THE COUPON BELOW WITH YOUR PAYMENT

DUE DATE: November 15, 2007

MAKE CHECKS PAYABLE TO:
ROCKDALE COUNTY TAX COMMISSIONER
P.O. BOX 1497
CONYERS, GA 30012-7597

BALANCE DUE: 0.00
TAX BILL NUMBER: 0718711
ACCOUNT NUMBER: 5028509
PARCEL NUMBER: 093-0-02-010A

LITTLE JR JOHN B ETAL
2315 IRIS DR SE
CONYERS GA 30013

Card Number															
				VISA				MasterCard							
Phone Number (required)								Exp. Date							

Security Code: _____

AMOUNT PAID: _____

NOTE: All information must be included in order to process payment.