03-23-1999

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D/8

TRADEMARKS

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

OIPE MAR 1 9 1999 PATENT & TRADEMARK OFFICE

1. Name of conveying party:

BT Commercial Corporation

2. Name and address of receiving party:

Bankers Trust Company
300 South Grand Avenue
41st Floor
Los Angeles, California 90071

3. Nature of conveyance:

Master Assignment Agreement

Execution Date: June 26, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos. B. Trademark Registration Nos.

A. Trademark Application Nos.	B. Trademark Registration Nos.	
74/618,672	1,865,914	1,601,244
74/618,501	1,743,423	1,800,226
74/618,648	1,668,727	1,615,964
74/593,031	1,389,329	1,705,287
74/612,385	1,758,614	1,764,767
74/610,488	1,203,261	1,775,403
	1,578,433	1,551,517
	1,474,383	1,714,001

5. Name and address of party to whom correspondence concerning document should be mailed:

Jeffrey S. Eisenberg
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071

03/22/1999 DNGUYEN 00000305 74618672

01 FC:481 40.00 OP
02 FC:482 525.00 OP

LA1:839889.1

6. Total number of applications and registrations involved: 22

7. Total fee:

$ 565.00 (Enclosed)

8. Deposit Account Number:

N/A

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9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey S. Eisenberg
Name of Person Signing

Signature

March 5, 1999
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

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MASTER ASSIGNMENT AGREEMENT

This MASTER ASSIGNMENT AGREEMENT (this "**Agreement**") is dated as of June 26, 1998 and entered into by and among Hines Horticulture, Inc., a California corporation (the "**Company**"), Hines II, Inc., a Delaware corporation ("**Hines II**"), Sun Gro Horticulture Canada Ltd., a Canadian corporation ("**Sun Gro Canada**"), Lakeland Canada Ltd., an Alberta corporation ("**Lakeland Canada**"; together with Sun Gro Canada, the "**Canadian Borrowers**") (the Canadian Borrowers and Company shall collectively be referred to herein as "**Borrowers**"), Sun Gro Horticulture Inc., a Nevada corporation ("**Sun Gro Nevada**"), the financial institutions listed on the signature pages hereof, Bankers Trust Company, as successor domestic administrative agent ("**Agent**"), BT Bank of Canada, as successor Canadian administrative agent ("**BT Canada**"), and BT Commercial Corporation, as prior administrative agent ("**BTCC**"), and relates to that certain Credit Agreement dated as of August 4, 1995, as amended, by and among Company, Sun Gro Canada, Sun Gro Nevada, the financial institutions listed on the signature pages thereof (the "**Hines I Lenders**") and BTCC, as administrative agent (the "**Hines I Existing Credit Agreement**"), that certain Credit Agreement dated as of December 16, 1997, as amended, by and among Hines II, Lakeland Canada, the financial institutions listed on the signature pages thereof (the "**Hines II Lenders**") and BTCC, as administrative agent (the "**Hines II Existing Credit Agreement**"; the Hines I Existing Credit Agreement and the Hines II Existing Credit Agreement are collectively referred to herein as the "**Existing Credit Agreements**") and that certain Amended and Restated Credit Agreement dated as of June 26, 1998 by and among Company, Sun Gro Canada. Lakeland Canada, the financial institutions listed on the signature pages thereof, BT Canada as Canadian agent, Bank of America National Trust and Savings Association as syndication agent, Harris Trust and Savings Bank as documentation agent and Agent (the "**Credit Agreement**," the terms defined in the Credit Agreement and not otherwise defined herein being used herein as therein defined).

RECITALS

WHEREAS, each of the lenders under the Existing Credit Agreements (in such capacity, each an "**Assignor**") desires to assign its Pro Rata Share (as defined in the Existing Credit Agreements) of the loans and/or revolving loan commitments under the Existing Credit Agreements to Agent, as set forth on Schedule I attached hereto;

WHEREAS, Agent will thereupon make the assignments described in Section 3 hereof to the financial institutions which are Lenders under the Credit Agreement, and each such financial institution (in such capacity, each an "**Assignee**"), will

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purchase from Agent the Loans and/or Revolving Loan Commitments reflected on Schedule 2.1 to the Credit Agreement;

WHEREAS, BTCC desires to assign its interest as administrative agent under the Existing Credit Agreements and the other Existing Loan Documents (as defined below), and all of its right, title and interest as administrative agent on behalf of the lenders under the Existing Credit Agreements, (i) in and to the domestic collateral securing the Existing Loan Documents to Agent, as administrative agent on behalf of the Lenders, and (ii) in and to the Canadian collateral securing the Existing Loan Documents to BT Canada, as Canadian administrative agent on behalf of the Lenders; and

WHEREAS, in connection with the assignments provided for herein, Borrowers are required to pay all interest, commitment and letter of credit fees accrued and all costs associated with the breakage of Eurodollar Rate Loans and Canadian Eurodollar Rate Loans under the Existing Credit Agreements.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. Assignment of Loans and Revolving Loan Commitments by Assignors.

(a) Each Assignor hereby assigns to Agent, as assignee, without recourse, representation or warranty (except as expressly set forth herein), and Agent hereby purchases and assumes from each Assignor, such Assignor's pro rata share under the Existing Credit Agreements of the aggregate principal amount of loans and/or revolving loan commitments outstanding under the Existing Credit Agreements as set forth on Schedule I attached hereto (the "Assigned Loans" and the "Assigned Revolving Loan Commitments", as the case may be), together with all of such Assignor's rights and obligations under either or both of the Existing Credit Agreements and the other existing Loan Documents (together with the Existing Credit Agreements, the "Existing Loan Documents") relating to the Assigned Loans and the Assigned Revolving Loan Commitments and any loans, revolving loans or letter of credit participations related to such Assigned Revolving Loan Commitments (collectively, the "Assigned Loans and Commitments") (such Existing Loan Documents include, without limitation, the debentures and conditional surrenders of leases more fully described on Schedule II attached hereto and made a part hereof).

(b) In consideration of the assignments described above in subsection 1(a), Agent hereby agrees to pay to each Assignor an amount equal to the sum of: (i) the principal amount of such Assignor's Assigned Loans and (ii) such Assignor's pro rata share under the Existing Credit Agreements of all unpaid accrued interest, commitment fees and letter of credit fees relating to such Assigned Loans and Commitments. The

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aggregate amount of unpaid accrued interest, commitment fees and letter of credit fees as of the date hereof payable to all lenders under the Existing Credit Agreements by Agent pursuant to this subsection 1(b) is set forth on Schedule I attached hereto. Each Assignor agrees to notify Company within four Business Days of the date of this Agreement of any amounts payable to such Assignor pursuant to subsection 2.6D of the Hines I Existing Credit Agreement, subsection 2.6D of the Hines II Existing Credit Agreement and subsection 4(a) of this Agreement as a result of the payment of such Assignor's Eurodollar Rate Loans and Canadian Eurodollar Rate Loans provided for herein.

(c) Agent hereby assumes from each Assignor, and each Assignor is hereby expressly and absolutely released from, all of such Assignor's obligations arising under the Existing Loan Documents relating to the Assigned Loans and Commitments.

SECTION 2. Assignments from BTCC to Agent and Canadian Agent.

(a) BTCC hereby assigns to BT Canada, and BT Canada hereby assumes from BTCC, all of BTCC's rights and obligations as Agent (as such term is defined in each of the Existing Credit Agreements) under the Existing Loan Documents in and to the Collateral Documents executed by the Canadian Subsidiaries and in and to the Canadian Collateral securing the Existing Loan Documents.

(b) Except for those rights and obligations assigned to BT Canada as Canadian Agent pursuant to subsection 2(a) above, BTCC hereby assigns to Agent, and Agent hereby assumes from BTCC, all of BTCC's rights and obligations as Agent (as such term is defined in each of the Existing Credit Agreements) under the Existing Loan Documents.

(c) BTCC is hereby expressly and absolutely released from all of its obligations arising under the Existing Loan Documents.

(d) Concurrently with the effectiveness of the assignments provided for in this Section 2, BTCC shall deliver to Canadian Agent and to Agent, as appropriate, the Pledged Shares and the Pledged Debt pledged by the Loan Parties under the Collateral Documents, including all related stock powers, endorsements and other instruments of transfer or assignment. Such delivery by BTCC to Canadian Agent and Agent shall be deemed to constitute a delivery by each such Loan Party to Canadian Agent or Agent, as the case may be, and to continue the security interests, and the perfection of such security interests, originally granted to BTCC on behalf of the Lenders under the Loan Documents.

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SECTION 3. Assignment of Loans and Revolving Loan Commitments to Assignees.

(a) Agent hereby assigns to each Assignee, without recourse, representation or warranty (except as expressly set forth herein), and each Assignee hereby purchases and assumes from Agent, that principal amount of Loans and/or Revolving Loan Commitments reflected on Schedule 2.1 to the Credit Agreement (the "Purchased Loans" and the "Purchased Revolving Loan Commitments", as the case may be) opposite such Assignee's name, together with all of Agent's rights and obligations under the Existing Loan Documents relating to the Purchased Loans and the Purchased Revolving Loan Commitments and any letter of credit participations related to such Purchased Revolving Loan Commitments (collectively, the "Purchased Loans and Commitments").

(b) In consideration of the assignments described above in subsection 3(a), each Assignee hereby agrees to pay to Agent an amount equal to the principal amount of such Assignee's Purchased Loans. The amount payable to Agent by each Assignee pursuant to this subsection 3(b) shall be the amount set forth opposite each Assignee's name on Schedule 2.1 to the Credit Agreement.

(c) Each Assignee hereby assumes from Agent, and Agent is hereby expressly and absolutely released from, all of Agent's obligations arising under the Existing Loan Documents relating to the Purchased Loans and Commitments.

SECTION 4. Payments by Company.

(a) Borrowers hereby agree to pay, jointly and severally, (i) to Agent (whether from the proceeds of a borrowing under the Credit Agreement on the date hereof or otherwise) the amounts referenced in clause (ii) of subsection 1(b) above, such amounts being set forth on Schedule I attached hereto, and (ii) directly to each Assignor promptly upon notification by such Assignor pursuant to subsection 1(b) hereof an amount equal to all losses, expenses or liabilities incurred by such Assignor in connection with the breakage of Eurodollar Rate Loans and Canadian Eurodollar Rate Loans outstanding under the Existing Credit Agreements.

(b) Each party hereto agrees that all amounts payable hereunder shall be paid upon the effectiveness of this Agreement by wire transfer of immediately available funds to the respective payee's office as directed by such payee.

(c) Agent hereby acknowledges that the amounts set forth on Schedule I attached hereto accurately reflect the amounts outstanding and payable under the Existing Credit Agreements.

TRADEMARK
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SECTION 5. Consent and Waiver

(a) Subject to the terms and conditions set forth herein and in reliance on the representations and warranties of Company contained herein, each Assignor hereby:

(i) consents to (1) the intercompany Indebtedness owed by Sun Gro Canada to Sun Gro Horticulture Inc. in an amount of $12,657,000 and the intercompany Indebtedness owed by Lakeland Canada to Company in an amount of $12,900,000 (collectively, the "Intercompany Indebtedness"), and (2) the transactions of Company and Holdings as contemplated in the Credit Agreement and in the public offering prospectus of Holdings dated as of June 23, 1998; including without limitation the initial public offering of the shares of Holdings, the consolidation of the Existing Credit Agreements under the Credit Agreement, the redemption of $42,000,000 in principal of the Subordinated Notes, the repayment of the Weyerhaeuser Deeds of Trust and the corporate restructurings of Holdings and its Subsidiaries as described in the recitals to the Credit Agreement (collectively, the "Acquisition Transactions", and together with the Intercompany Indebtedness, the "Transactions"); and

(ii) waives any Event of Default or Potential Event of Default under the Existing Credit Agreements to the extent, and only to the extent to permit Holdings and Company to engage in the Transactions.

(b) Without limiting the generality of the provisions of subsection 10.6 of the Existing Credit Agreements, both the consent and waiver set forth above shall be limited precisely as written and relate solely to the consummation of the Transactions (except for the redemption of the Subordinated Notes) by Holdings and Company no later than July 3, 1998 and nothing in this Section 5 shall be deemed to prejudice any right or remedy that Agent or any Hines I or Hines II Lender may now have (except to the extent such right or remedy was based upon existing defaults that will not exist after giving effect to this Section 5) or may have in the future under or in connection with the Existing Credit Agreements or any other instrument or agreement referred to therein.

Except as expressly set forth herein, the terms, provisions and conditions of the Existing Credit Agreements and the other Loan Documents shall remain in full force and effect and in all other respects are hereby ratified and confirmed.

SECTION 6. Conditions to Effectiveness of Agreement.

This Agreement shall become effective only upon the prior or concurrent satisfaction of the following conditions:

1. Each of the parties hereto shall have executed and delivered a copy of this Agreement to Agent;

TRADEMARK
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2. The conditions precedent to the effectiveness of the Credit Agreement set forth in subsection 4.1 of the Credit Agreement shall be satisfied; and

3. Agent shall have received all amounts to be paid to it pursuant to subsections 3(b) and 4(a), respectively. Immediately upon the effectiveness of this Agreement, Agent shall have transferred to each Assignor all amounts required to be paid to each Assignor pursuant to subsection 1(b) and Borrower shall have paid to each Assignor all amounts payable under subsection 4(a)(ii), if any.

SECTION 7. Certain Representations, Warranties and Agreements.

(a) Each Assignor and Agent as an assignor of Assigned Loans and Commitments or Purchased Loans and Commitments (in such capacity, a "Transferor"), as the case may be, each represents and warrants that it is the legal and beneficial owner of the Assigned Loans and Commitments or the Purchased Loans and Commitments, as the case may be, free and clear of any adverse claim created by such Transferor.

(b) No Transferor shall be responsible to Agent or any Assignee, as an assignee of Assigned Loans and Commitments or Purchased Loans and Commitments (in such capacity, a "Transferee") as the case may be, for the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Existing Loan Documents, the Credit Agreement or any of the Loan Documents (collectively, the "Transaction Documents") or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by such Transferor to any Transferee or by or on behalf of Company or any of its Subsidiaries to any Transferor or any Transferee in connection with the Transaction Documents and the transactions contemplated thereby or for the financial condition or business affairs of Company, Sun Gro Canada, Lakeland Canada or any other Person liable for the payment of any obligations thereunder, nor shall any Transferor be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Transaction Documents or as to the use of the proceeds of the loans or the use of the letters of credit under the Transaction Documents or as to the existence or possible existence of any event of default or potential event of default under the Transaction Documents.

(c) Each Transferee represents and warrants that it is an eligible assignee under the Existing Credit Agreements or the Credit Agreement, as the case may be; that it has experience and expertise in the making or purchasing of loans such as the loans under the Existing Credit Agreements or the Credit Agreement, as the case may be; that it has acquired the Assigned Loans and Commitments or the Purchased Loans and Commitments, as the case may be, for its own account in the ordinary course of its business and without a view to distribution of such loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws (it being understood

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that, subject to the provisions of subsection 10.1 of the Hines I Existing Credit Agreement, subsection 10.1 of the Hines II Existing Credit Agreement or the Credit Agreement, as the case may be, the disposition of the loans and revolving loan commitments under the Existing Credit Agreements or any interests therein, or the disposition of the Loans and Revolving Loan Commitments under the Credit Agreement or any interests therein, as the case may be, shall at all times remain within its exclusive control); and that it has received, reviewed and approved a copy of the Hines I Existing Credit Agreement, the Hines II Existing Credit Agreement or the Credit Agreement, as the case may be.

(d) Each Transferee represents and warrants that it has received such financial information regarding Company and its Subsidiaries as such Transferee has requested, that it has made its own independent investigation of the financial condition and affairs of Company and its Subsidiaries in connection with the assignments evidenced by this Agreement, and that it has made and shall continue to make its own appraisal of the creditworthiness of Company and its Subsidiaries. No Transferor shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of any Transferee, or to provide any Transferee, with any other credit or other information with respect thereto, whether coming into its possession before the making of the initial Loans or at any time or times thereafter, and no Transferor shall have any responsibility with respect to the accuracy of or the completeness of any information provided to any Transferee.

(e) Each party to this Agreement represents and warrants to the other parties hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

(g) Borrowers hereby acknowledge and agree that any and all obligations arising pursuant to subsection 10.3 of the Hines I Existing Credit Agreement or subsection 10.3 of the Hines II Existing Credit Agreement in favor of BTCC, as agent thereunder, shall remain in full force and effect for the benefit of BTCC without regard to the assignments set forth in this Agreement to the extent that such obligations otherwise survive the termination of the Existing Credit Agreements in accordance with subsection 10.9 of each of the Existing Credit Agreements.

SECTION 8. Miscellaneous.

(a) No fee shall be payable under subsection 10.1B of the Hines I Existing Credit Agreement, subsection 10.1B of the Hines II Existing Credit Agreement

TRADEMARK
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or the Credit Agreement with respect to the assignments effected hereby. The assignments effected hereby shall be made as provided for herein without regard to the minimum amounts required by subsection 10.1B of the Hines I Existing Credit Agreement, subsection 10.1B of the Hines II Existing Credit Agreement or the Credit Agreement, as the case may be. By the execution and delivery hereof, Company and Agent hereby consent to the assignments effected hereby pursuant to subsection 10.1B of the Hines I Existing Credit Agreement, subsection 10.1B of the Hines II Existing Credit Agreement and the Credit Agreement, as the case may be.

(b) Each Assignor and Agent each hereby agrees from time to time, upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(c) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(d) Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice address of each Assignor, Agent and each Assignee shall be as set forth in the Existing Credit Agreements or the Credit Agreement, as the case may be, or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

TRADEMARK
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(g) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(h) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of page intentionally left blank]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers.

HINES HORTICULTURE, INC.,
a California corporation

By: _____
Title: C.E.O.

TRADEMARK
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SUN GRO HORTICULTURE CANADA LTD., a Canadian corporation

By: Claudia Kung

Title: Vice President

TRADEMARK
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SUN GRO HORTICULTURE INC.,
a Nevada corporation

By: _____
Title: Vice President

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LAKELAND CANADA LTD.,
an Alberta corporation

By: _____
Title: Vice President

TRADEMARK
REEL: 1872 FRAME: 0129

HINES II, INC.,
a Delaware corporation

By: Claudio Pieri
Title: C.E.O.

TRADEMARK
REEL: 1872 FRAME: 0130

BANKERS TRUST COMPANY, as successor domestic administrative agent, as Assignor and as Assignee

By: _____

Title: MARY JO JOLLY
ASSISTANT VICE PRESIDENT

TRADEMARK
REEL: 1872 FRAME: 0131

BT BANK OF CANADA, as successor Canadian administrative agent and as Assignor

By: _____

Title: **James E. Kellar** **Michael Pullella**

Principal Vice President & Chief Financial Officer

TRADEMARK
REEL: 1872 FRAME: 0132

BT COMMERCIAL CORPORATION,
as prior administrative agent and as
Assignor

By: _____
Title: Associate

TRADEMARK
REEL: 1872 FRAME: 0133

SCHEDULE I

Hines I Outstanding Loans

Outstanding Domestic Term Loans:	$6,500,000.00
Accrued Interest:	45,138.89
Subtotal:	$6,545,138.89
Outstanding Canadian Loans:	$10,500,000.00
Accrued Interest:	433,972.65
Subtotal:	$10,933,972.65
Outstanding Revolving Loans:	$27,118,938.79
Accrued Interest:	138,544.88
Accrued Commitment Fees:	20,551.45
Accrued Letter of Credit Fees:	98.25
Subtotal:	$27,278,133.37
HINES I TOTAL:	$44,757,244.91

Hines II Outstanding Loans

Outstanding Working Capital Revolving Loans:	$4,889,827.07
Accrued Interest:	30,423.81
Accrued Commitment Fees:	0.00
Accrued Letter of Credit Fees:	0.00
Subtotal:	$4,920,250.88
Outstanding Canadian Loans:	$5,000,000.00
Accrued Interest:	37,916.66
Subtotal:	$5,037,916.66
Outstanding Acquisition Revolving Loans:	$21,960,946.19
Accrued Interest:	119,647.03
Accrued Commitment Fees:	11,974.28
Subtotal:	$22,082,567.50
HINES II TOTAL:	$32,040,735.04
TOTAL (HINES I TOTAL + HINES II TOTAL):	$76,797,979.95

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Hines I Revolving Loan Commitments

Original Revolving Loan Commitments:	$50,000,000.00
Outstanding Revolving Loans:	$27,118,938.79
Unused Revolving Loans:	$22,881,061.21

Hines II Revolving Loan Commitments

Working Capital Revolving Loan Commitments:	$10,000,000.00
Outstanding Working Capital Revolving Loans:	$4,889,827.07
Unused Working Capital Revolving Loans:	$5,110,172.93
Acquisition Revolving Loan Commitments:	$25,000,000.00
Outstanding Acquisition Revolving Loans:	$21,960,946.19
Unused Acquisition Revolving Loans:	$3,039,053.81

SCHEDULE II

[Attached hereto]

TRADEMARK
REEL: 1872 FRAME: 0136

SCHEDULE II

DEBENTURES AND CONDITIONAL SURRENDERS OF LEASE

Lakeland Peat Moss Ltd. (now known as Lakeland Canada Ltd.)

1. Demand Debenture granted by Lakeland Peat Moss Ltd. to BT Commercial Corporation, dated the 6th day of April, 1998, in the principal sum of $40,000,000.00 U.S. Funds;

2. Conditional Surrender of Lease - Miscellaneous Lease No. 950051, dated the 18th day of September, 1995.

3. Conditional Surrender of Lease - License of Occupation No. 950908, dated the 18th day of September, 1995.

4. Conditional Surrender of Lease - Surface Materials Lease No. 940011, dated the 18th day of September, 1995.

5. Conditional Surrender of Lease - Miscellaneous Lease No. 910117, dated the 1st day of March, 1993.

6. Conditional Surrender of Lease - License of Occupation No. 910453, dated the 16th day of February, 1993.

7. Conditional Surrender of Lease - License of Occupation No. 910452, dated the 16th day of February, 1993.

8. Conditional Surrender of Lease - License of Occupation No. 951528, dated the 4th day of December, 1995.

9. Conditional Surrender of Lease - License of Occupation No. 961273, dated the 6th day of November, 1996.

10. Conditional Surrender of Lease - Surface Materials Lease No. 960005, dated the 6th day of November, 1996.

11. Conditional Surrender of Lease - Surface Materials Lease No. 870096, dated the 1st day of December, 1998.

12. Conditional Surrender of Lease - Surface Lease No. 870050, dated the 24th day of March, 1993.

13. Conditional Surrender of Lease - License of Occupation No. 960215, dated the 16th day of April, 1995.

14. Conditional Surrender of Lease - Surface Materials Lease No. 950013, dated the 16th day of April, 1995.

Sun Gro Horticulture Canada Ltd.

15. Demand Debenture granted by Sun Gro Horticulture Canada Ltd. to BT Commercial Corporation, dated the 8th day of September, 1995, in the principal sum of $75,000,000.00 U.S. Funds.

16. Conditional Surrender of Lease - Surface Materials Lease No. 840089, dated the 15th day of July, 1987.

17. Conditional Surrender of Lease - Miscellaneous Lease No. 860120, dated the 11th day of July, 1988.

18. Conditional Surrender of Lease - Surface Lease No. 830058, dated the 13th day of August, 1984.

19. Conditional Surrender of Lease - Surface Lease No. 780114, dated the 10th day of April, 1979.