

LICENSE AGREEMENT

This License Agreement is entered into on this _____ day of _____, 2009 by and between Paul Little dba Little Hill Nursery ("Licensor") and _____ ("Licensee").

In consideration of the premises, undertakings and commitments of each party as more fully detailed herein, the parties agree as follows:

1. Parties

Licensor is the owner of the federally registered trademarks associated with certain plant material marketed as "Southern Select Sedum" ("Marks") in which he has invested considerable time, energy and money to develop. The Marks and selected plant material associated with the Marks have proven to be durable and generally sustainable in the normal growing conditions found in the Southeastern United States.

Licensee is in the business of selling plants to wholesale and retail nurseries and to brokers and other outlets for eventual resale to the public, and seeks from Licensor the right to wholesale the Southern Select Sedum plant materials to its customers in conjunction with the Marks.

2. Grant of License

Based on the conditions and promises outlined herein, Licensor hereby grants Licensee a non-exclusive license to use the Marks in conjunction with the Licensee's nursery business. Said license is non-transferable, royalty bearing and limited to the term referenced below.

This Agreement does not limit Licensor's right to license other plant wholesalers or nurseries to also use the Marks in conjunction with their business operations.

3. Tags

All of the plant material sold in conjunction with this license shall be accompanied by a stake or tag as shown in Exhibit A. Said tags shall be purchased by Licensee from Licensor (or his designated vendor).

4. Royalties

Licensee shall pay Licensor a royalty semi annually based on a rate of 10% of Licensee's Net Sales for each six month period of January through June and July through December. The term "Net Sales" shall mean the money collected by Licensee from the sale of plants associated with Licensor's Marks, less any returns and allowances provided

to customers (in keeping with industry practices and customs) and less any sales or use taxes on such sales.

The royalties are due within 30 days after the last day of June or December as the case may be. Said royalties shall be paid via check or wire transfer.

5. Reporting Requirements

All royalty payments shall be accompanied by a written report signed by the Licensee which verifies in a manner acceptable to the Licensor (in his sole discretion) the details of the Net Sales associated with the Marks. Licensor shall have the right to inspect the books, records and growing areas of Licensee as it pertains to Southern Select Sedum plant material at a reasonable time during normal business hours of the Licensee to the extent necessary to determine whether the appropriate amount of royalties have been paid.

6. Term

Unless terminated sooner pursuant to paragraph 7 below, this Agreement shall have a term of 2 calendar years starting on the day this Agreement is executed.

7. Termination by Licensor

Licensor shall have the right to terminate this Agreement by giving written notice to Licensee if Licensee commits a breach of any important obligation and fails to perform such obligation within 10 days after notice from Licensor specifying the nature of such nonperformance; provided, that if the default is of such nature that it cannot be completely remedied within the 10 day period, this provision shall be complied with if Licensee begins correction of the default within the 10 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

In the event of termination of this Agreement pursuant to this paragraph, Licensee will immediately cease (and instruct its selling representatives to cease) marketing the plants as Southern Select Sedum and obtaining purchase orders in any way associated with the Marks. Upon termination, Licensee may fulfill all existing orders obtained by Licensee or its selling representatives with respect to the Southern Select Sedum plants not yet delivered to buyers. The termination of this Agreement shall not relieve Licensee's obligations to pay all required royalties for sales occurring prior to termination or that are filled with respect to pre-termination or yet-to-be-delivered orders.

8. Propagation

If requested by Licensee, Licensor shall supply stock plants and/or tissue culture material used for the growing of plants associated with the Marks at Licensee's expense. To the extent that the Licensee grows its own Southern Select Sedum plants as approved

by Licensor, the Licensee shall be required to make sure that said plants are only marketed, advertised or sold in conjunction with the Marks and accompanied by tags specified in Exhibit A.

9. Amendment

This Agreement reflects the entire agreement between the parties with regard to the use of the Marks and it supersedes any and all prior verbal agreements, representations or understandings. This Agreement may only be amended in writing by the express mutual consent of the parties except that the Licensor shall have the ability to modify the tags specified in Exhibit A from time to time.

10. Counterparts

This Agreement may be executed in two or more counterparts, all of which together shall constitute one in the same Agreement and will become effective when both parties have signed an identical version.

11. Authority to Execute

The parties attest by the signatures below that they are duly authorized representatives of the respective parties. The parties intend to be bound by their signatures.

12. Governing Law

This Agreement shall be governed in all respects by Tennessee law.

13. Dispute Resolution and Attorney's Fees

In the event of any dispute between the parties with regard to any aspect of this Agreement, the parties must first make a good faith effort to resolve the dispute without the necessity of litigation. Either party can demand a mediation (or settlement conference) by requesting same in writing delivered to the other party. Unless another date is mutually agreed upon by the parties, said mediation (or settlement conference) must occur within 30 days of the date of the written demand for same.

In the event that any dispute is not fully resolved pursuant to the mediation mechanism provided above, each party waives their right to a jury trial and agrees that the prevailing party in any such litigation shall be entitled to a full reimbursement of its attorneys' fees and other expenses associated with the litigation.

14. Notices

Any notices required herein shall be sent to the respective party via FedEx at the following addresses:

If to the Licensor:

Paul Little
Little Hill Nursery
5494 Raleigh LaGrange Rd.
Memphis, TN 38134

If to the Licensee:

15. No Warranties Extended

Licensor extends no warranties herein of any kind, express or implied.

IT IS SO AGREED.

By: _____
Paul Little, Licensor

By: _____
, Licensee