IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: America's Gardening Resource, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-11180 (BLS) (Jointly Administered) **Objection Deadline: January 2, 2026 at 4:00 p.m. (ET)** **Hearing Date: January 21, 2026 at 11:00 a.m. (ET)**

DEBTORS' MOTION PURSUANT TO BANKRUPTCY RULE 9019 FOR APPROVAL OF SETTLEMENT WITH EASTERN SHORE NURSERY OF VIRGINIA, L.L.C.

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors" or the "Company"), by and through their undersigned counsel and pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), hereby request the entry of an Order approving a settlement between the Debtors and Eastern Shore Nursery of Virginia, L.L.C. ("Eastern Shore Nursery"). In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (B), and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Rule 9013-1(f) of the *Local Rules of the United States Bankruptcy Court for the District of Delaware*, the Debtors consent to entry of a final order by the Court in connection with the Motion to the extent that it is later determined that the Court, absent consent

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: America's Gardening Resource, Inc. (9604); Gardener's Home LLC (0498); Serac Corporation (9800); IGH, Inc. (9336); Innovative Gardening Solutions, Inc. (3325). The location of the Debtors' corporate headquarters and the Debtors' service address in these chapter 11 cases is 128 Intervale Road, Burlington, Vermont 05401.

of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory predicates for the relief requested herein are section 105 of the Bankruptcy Code and Rule 9019 of the Bankruptcy Rules.

General Background

4. On June 20, 2025, each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Chapter 11 Cases are jointly administered.

5. A detailed description of the Debtors' business and the facts precipitating the filing of the Chapter 11 Cases is set forth in the *Declaration of David Baker in Support of First Day Motions* (the "First Day Declaration") [Docket No. 11]. Those facts are incorporated herein by reference.

6. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. On July 2, 2025, the United States Trustee for Region 3 (the "U.S. Trustee") appointed a Committee of Unsecured Creditors (the "Creditors Committee") in the Chapter 11 Cases [Docket No. 52]. No trustee or examiner has been appointed in the Chapter 11 Cases.

Facts Relating to Settlement

8. As set forth in more detail in the First Day Declaration, prior to the Petition Date, the Debtors operated a multi-channel marketing business of gardening products, gardening equipment, and live goods for gardeners throughout the United States. The Company also manufactures its own products, which are sold as part of its retail line.

9. On or within 90 days before the Petition Date, based on the Debtors' books and records, Eastern Shore Nursery received one or more transfers from the Debtors in the aggregate amount of $56,689.66 (the "Alleged Preference Payment").

10. On September 18, 2025, the Debtors sent Eastern Shore Nursery a demand letter regarding its claim to avoid and recover the Alleged Preference Payment under §§ 547 and 550 of the Bankruptcy Code (the "Preference Claim"). In response to the demand letter, Eastern Shore Nursery raised defenses to the Preference Claim.

11. Following Eastern Shore Nursery's receipt of the demand letter, the Debtors and Eastern Shore Nursery, through counsel, reached a settlement with respect to the Preference Claim (the "Settlement") without the need for the Debtors to commence a formal legal proceeding against Eastern Shore Nursery. The terms of the Settlement are set forth in the Settlement Agreement and General Release, a copy of which is attached hereto as **Exhibit 1** (the "Settlement Agreement").

12. In general, the terms of the Settlement, subject to the Court's approval, are as follows:

i. Within fifteen (15) days of the entry of an Order approving the Settlement and this Motion (the "Settlement Approval Order"), Eastern Shore Nursery shall pay the Debtor $8,750.00 (the "Settlement Payment").

ii. Eastern Shore Nursery, its parent(s), subsidiaries, and affiliates shall release any and all claims they may have against the Debtors, their agents, affiliates, and assigns upon the Settlement Approval Order becoming a final Order. The Debtors, post-confirmation Debtors, and their estates, upon receipt of the Settlement Payment, shall release any and all claims they may have against Eastern Shore Nursery, its parents, subsidiaries, and affiliates, including claims pursuant to §§ 547 and 550 of the Bankruptcy Code.

Basis for Relief Requested

13. By this Motion, the Debtors seek entry of an Order approving the terms of the Settlement as set forth in the Settlement Agreement pursuant to Rule 9019 of the Bankruptcy Rules.

14. Bankruptcy Rule 9019(a) provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. Bankr. R. 9019(a). Bankruptcy Rule 9019(a) "empowers the Bankruptcy Court to approve compromises and settlements if they are in the best interests of the estate." *In re Drexel Burnham Lambert Group, Inc.*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). Under this authority, the Third Circuit has emphasized that "to minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy." *In re Key3Media Group, Inc.*, 336 B.R. 87, 93 (Bankr. D. Del. 2005) (internal quotations omitted); *see also Martin v. Myers (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996); *see also Protective Comm. for Indep. Stockholders of TMT Trailer Ferry Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (settlement and compromise are "a normal part of the process of reorganization"); *In re Culmtech, Ltd.*, 118 B.R, 237, 238 (Bankr. M.D. Pa. 1990) (observing that "compromises are favored in bankruptcy and . . . much of litigation in bankruptcy estates results in settlements").

15. "The authority to approve a compromise [or] settlement is within the sound discretion of the bankruptcy court." *In re Northwestern Corp.*, No. 03-12872, 2008 WL 2704341, at *6 (Bankr. D. Del. Jul. 10, 2008) ("In exercising this discretion, the bankruptcy court must determine whether the compromise is fair, reasonable, and in the best interests of the estate.") (quoting *In re Key3Media Group, Inc.*, 336 B.R. 87 at 92). In determining whether a settlement should be approved under Bankruptcy Rule 9019, the Court must "assess and balance the value of the claim that is being compromised against the value to the estate of the acceptance of the

compromise proposal." *Id.* at 393. In striking this balance, the Court should consider "(i) the probability of success in the litigation; (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (iv) the paramount interest of the creditors." *Id.* *See also In re TSIC, Inc.*, 393 B.R. 71, 78–79 (Bankr. D. Del. 2008). That said, courts generally defer to a plaintiff or trustee's business judgment when there is a legitimate business justification for the decision. *See In re Martin* at 395.

16. A review of the four factors set forth in *In re Martin* demonstrates that the Settlement is fair, reasonable, and in the best interests of the Debtors' estates and their creditors, and represents a sound exercise of the Debtors' business judgment. The Settlement provides for the prompt resolution of the Preference Claim for the Settlement Payment – thereby preserving value for the estates' other unsecured creditors. Moreover, the Settlement avoids the significant cost, delay, and uncertainty associated with protracted litigation over the Preference Claim. Accordingly, the Debtors submit that approval of the Settlement is warranted.

17. *Probability of Success*. This factor weighs in favor of approving the Settlement. Although the Debtors believe that they have a viable case against Eastern Shore Nursery with respect to avoiding the Preference Claim, Eastern Shore Nursery intends to litigate potential affirmative defenses to reduce or eliminate the Preference Claim. In light of the uncertainty of this litigation and the significant costs associated therewith, the Debtors believe that this factor supports approving the Settlement.

18. *Difficulties of Collection.* While the Debtors have no information to believe that any potential judgment against Eastern Shore Nursery will be uncollectible, actually obtaining such a judgment would entail significant time and administrative expense to the Debtors' estates.

Thus, any recovery the Debtors ultimately realize would be decreased substantially by the costs in obtaining it. Further, promptly after approval of the Settlement, Eastern Shore Nursery will pay the Debtors the Settlement Payment, adding immediate value to the Debtors' estates and increasing potential recoveries for holders of allowed general unsecured claims. Accordingly, the accelerated and guaranteed ability to obtain the Settlement Payment provides strong support for approval of the Settlement.

19. *Complexity of Litigation*. This factor weighs heavily in favor of a compromise. The financial burden of litigation on the estates would likely outweigh any benefit to creditors. Although preference claims do not raise issues of great complexity, the expense, inconvenience and delay of litigation weigh strongly in favor of approval of the Settlement.

20. *Paramount Interests of Creditors*. The Settlement is in the paramount interests of creditors. The Settlement achieves a consensual resolution of the Preference Claim and adds significant value for the estates through the Settlement Payment. By resolving potential disputes with Eastern Shore Nursery in exchange for the Settlement Payment, the Settlement streamlines the claims resolution process and enhances the potential recoveries available to other unsecured creditors. In addition, the Settlement includes mutual releases that eliminate the risk of future costly and burdensome litigation, thereby conserving estate resources and ensuring a more efficient and equitable distribution process. Accordingly, this factor further supports approval of the Settlement Agreement as fair, reasonable, and in the best interests of creditors under *In re Martin*.

21. For these reasons, the Debtors respectfully submit that the proposed settlement as set forth in the Settlement Agreement is fair, reasonable, in the best interest of Debtors' estates and creditors, and should be approved.

Notice

22. The Debtors served this Motion on the following parties: (a) the U.S. Trustee; (b) counsel for the Committee; (c) counsel to the prepetition secured lenders; (d) counsel for Eastern Shore Nursery; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

Conclusion

WHEREFORE, the Debtors request that the Court enter an Order: (i) granting this Motion; (ii) approving the Settlement as set forth in the Settlement Agreement; and (iii) granting such other and further relief as the Court finds just and proper.

Dated: December 17, 2025
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Patrick J. Reilley
Patrick J. Reilley (No. 4451)
Jack M. Dougherty (No. 6784)
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-and-

Gary H. Leibowitz (admitted *pro hac vice*)
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Counsel for Debtors and Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: America's Gardening Resource, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-11180 (BLS) (Jointly Administered) **Objection Deadline: January 2, 2026 at 4:00 p.m. (ET)** **Hearing Date: January 21, 2026 at 11:00 a.m. (ET)**

NOTICE OF DEBTORS' MOTION PURSUANT TO BANKRUPTCY RULE 9019 FOR APPROVAL OF SETTLEMENT WITH EASTERN SHORE NURSERY OF VIRGINIA, L.L.C.

PLEASE TAKE NOTICE that, on December 17, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion Pursuant to Bankruptcy Rule 9019 for Approval of a Settlement with Eastern Shore Nursery of Virginia, L.L.C.* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion is scheduled for **January 21, 2026 at 11:00 a.m. (prevailing Eastern Time)** before the Honorable Brendan L. Shannon, United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom No. 1, 824 North Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion and the entry of an order approving the Motion must be filed on or before **January 2, 2026 at 4:00 p.m. (prevailing Eastern Time) (the "Objection Deadline")** with the Court, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801, and served upon the following parties so as to be actually received by the Objection Deadline: (a) counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801 (Attn: Patrick J. Reilley (PReilley@coleschotz.com) and Jack Dougherty (JDougherty@coleschotz.com) and 1201 Wills Street, Suite 320, Baltimore, MD 21231 (Attn: Gary Leibowitz (GLeibowitz@coleschotz.com), H.C. Jones III (HJones@coleschotz.com), and J. Michael Pardoe (mpardoe@coleschotz.com)); (b) counsel to the Debtors' prepetition lenders, Bank of America (Chapman & Cutler LLC, 1270 Avenue of the Americas, 30th Floor, New York, NY (10020-1708), Attn: Dan Flores, Esq. (dflores@chapman.com) and Alex Kress (akress@chapman.com)) and Northfield Savings Bank (Dinse P.C., 209 Battery St., Burlington VT 05402, Attn: Afi Ahmadi (aahmadi@dinse.com) and Molly Langan (mollylangan@dinse.com); (c) counsel to the Creditors' Committee, (Gibbons P.C.,

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: America's Gardening Resource, Inc. (9604); Gardener's Home LLC (0498); Serac Corporation (9800); IGH, Inc. (9336); Innovative Gardening Solutions, Inc. (3325). The location of the Debtors' corporate headquarters and the Debtors' service address in these chapter 11 cases is 128 Intervale Road, Burlington, Vermont 05401.

300 Delaware Avenue, Suite 1015, Wilmington, DE 19801 (Attn: Katharina Earle (kearle@gibbonslaw.com) and Robert K. Malone (rmalone@gibbonslaw.com); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, (Attn: Hannah McCollum) and (e) any other party that has requested notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: December 17, 2025
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Patrick J. Reilley

Patrick J. Reilley (No. 4451)
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mpardoe@coleschotz.com

Counsel for Debtors and Debtors-in-Possession

EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Settlement Agreement") is made and entered into on this 3rd day of December, 2025, by and between (i) America's Gardening Resource, Inc., Gardener's Home LLC, Serac Corporation, IGH, Inc., and Innovative Gardening Solutions, Inc. (collectively, the "Debtors") and (ii) Eastern Shore Nursery of Virginia, L.L.C. ("Eastern Shore Nursery").

RECITALS

R-1 On June 20, 2025 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Estates"). The chapter 11 cases are being jointly administered in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Case No. 25-11180-BLS).

R-2 On September 18, 2025, the Debtors sent a demand letter to Eastern Shore Nursery (the "Demand Letter"), identifying certain transfers by the Debtors to Eastern Shore Nursery that the Debtors believed to be preferential (the "Preference Claim") and offering to settle the Preference Claim for 85% of the identified transfers.

R-3 Specifically, the Demand Letter asserted that the Debtors made one or more transfers totaling $56,689.66, payable to or on behalf of Eastern Shore Nursery, and that said payments were received within the ninety (90) days immediately preceding the Petition Date. Pursuant to §§ 547 and 550 of the United States Bankruptcy Code, the Debtors contended that the aforementioned payments are preferential and could be avoided by the Debtors.

R-4 On or about September 26, 2025, counsel for Eastern Shore Nursery contacted counsel for the Debtors and asserted defenses to the Preference Claim.

R-5 The Debtors and Eastern Shore Nursery mutually desire to resolve any and all disputes relating in any way to the Debtors' bankruptcy cases or otherwise, which settlement shall not be deemed or construed to be an admission of liability or wrongdoing by Eastern Shore Nursery, but which constitutes a good faith settlement that is being entered into solely to avoid the costs of litigation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals to this Settlement Agreement are true and correct and are incorporated into and made a substantive part of this Settlement Agreement.

2. Payment. In full settlement of the Preference Claim, Eastern Shore Nursery shall pay Eight Thousand Seven Hundred Fifty Dollars (**$8,750.00**) (the "Settlement Amount") within fifteen (15) days of the entry of an Order by the Bankruptcy Court approving this settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Settlement Approval Order"). The Settlement Amount shall be paid by check payable to America's Gardening Resource, Inc. and delivered to Cole Schotz P.C. at 1201 Wills Street, Suite 320, Baltimore, Maryland 21231, Attn: Gary H. Leibowitz; or wired in accordance with instructions provided by the Debtors.

3. Mutual Releases.

a. Release by the Debtors. Subject to the provisions hereof and conditioned upon receipt of the Settlement Amount, the Debtors, post-confirmation Debtors and the Bankruptcy Estates do each hereby release, acquit and forever discharge Eastern Shore Nursery and its agents, employees, representatives, officers, attorneys, directors, parent and/or subsidiary corporations, affiliates, assigns and successors-in-interest (collectively the "Eastern Shore Nursery Parties") from any and all demands, claims, actions, causes of action, rights, liabilities, obligations, suits, damages, controversies, and expenses of any kind or nature whatsoever, at law or equity, whether known or unknown, contingent or non-contingent, suspected or unsuspected that the Debtors, post-confirmation Debtors, the Bankruptcy Estates, or their respective parents, affiliates, subsidiaries, successors-in-interest and assigns now have, or ever will have, against any or all of the Eastern Shore Nursery Parties, including but not limited to, claims pursuant to §§ 547, 548 and 550 of the United States Bankruptcy Code.

b. Release by Eastern Shore Nursery. Subject to the provisions hereof and effective upon the Settlement Approval Order becoming a final Order, Eastern Shore Nursery, and any parent, subsidiary and affiliate thereof, do each hereby release, acquit and forever discharge the Debtors, the Bankruptcy Estates, and their respective agents, employees, representatives, officers, attorneys, directors, parent and/or subsidiary corporations, affiliates, assigns and successors-in-interest (collectively the "Debtor Parties") from any and all demands, claims, actions, causes of action, rights, liabilities, obligations, suits, damages, controversies, and expenses of any kind or nature whatsoever, at law or equity, whether known or unknown, contingent or non-contingent, suspected or unsuspected that Eastern Shore Nursery and its parent, affiliates, subsidiaries, successors-in-interest and assigns now has, or ever will have, against any or all of the Debtor Parties, including but not limited to (i) any and all secured, administrative, Section 503(b)(9) and 502(h), priority, general unsecured claims and (ii) all other claims asserted, or which could have been asserted, by Eastern Shore Nursery or any of its parents, subsidiaries, successors and assigns.

4. Jurisdiction. Any challenge to, claim arising out of or respecting, or action for breach of this Settlement Agreement shall be brought only in the Bankruptcy Court, which shall retain jurisdiction to enforce this Settlement Agreement, and the Debtors and Eastern Shore Nursery submit to the jurisdiction of the Bankruptcy Court for such purpose.

5. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or PDF shall be treated in all manner and respects as a binding and original document, and the signature of any party shall be considered for these purposes as an original signature.

6. Binding Effect. This Settlement Agreement shall be binding on any successors or assigns of the parties hereto.

7. Authority. The persons signing this Settlement Agreement on behalf of Eastern Shore Nursery and the Debtors each represent and warrant that they have the power and express authority to bind the respective signatories to this Settlement Agreement.

8. Entire Agreement. This Settlement Agreement constitutes the entire agreement between the parties hereto and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, relative thereto. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

9. Amendment. This Settlement Agreement may not be amended, altered, modified or otherwise changed except in a writing executed by all parties hereto and expressly stating that it is an amendment to the Settlement Agreement.

WHEREAS, the signatories below enter into this Settlement Agreement voluntarily and knowingly, in all respects, hereby execute it on this 3 day of December, 2025, on advice and with approval of their respective legal counsel.

EASTERN SHORE NURSERY OF VIRGINIA, L.L.C.

By: Robin Rinaca
Its: Managing Partner
Date: 12/3/25

AMERICA'S GARDENING RESOURCE, INC.

DocuSigned by:
David Baker
E55332518F9947B...
By: David M. Baker
Its: Chief Restructuring Officer
Date: 12/12/2025 | 10:09 AM PST

IGH, INC.

DocuSigned by:
David Baker
E55332518F9947B...
By: David M. Baker
Its: Chief Restructuring Officer
Date: 12/12/2025 | 10:09 AM PST

GARDENER'S HOME LLC

DocuSigned by:
David Baker
E55332518F9947B...
By: David M. Baker
Its: Chief Restructuring Officer
Date: 12/12/2025 | 10:09 AM PST

SERAC CORPORATION

DocuSigned by:
David Baker
E55332518F9947B...
By: David M. Baker
Its: Chief Restructuring Officer
Date: 12/12/2025 | 10:09 AM PST

INNOVATIVE GARDENING SOLUTIONS, INC.

DocuSigned by:
David Baker
E55332518F9947B...
By: David M. Baker
Its: Chief Restructuring Officer
Date: 12/12/2025 | 10:09 AM PST

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
America's Gardening Resource, Inc., *et al.*,	Case No. 25-11180 (BLS)
Debtors.[1]	(Jointly Administered)
	Re: Docket No. ___

ORDER APPROVING SETTLEMENT WITH
EASTERN SHORE NURSERY OF VIRGINIA, L.L.C.

Upon consideration of the Debtors' Motion Pursuant to Bankruptcy Rule 9019 for Approval of Settlement with Eastern Shore Nursery of Virginia, L.L.C. (the "Motion"),[2] and it appearing that in the Debtors' sound business judgment, the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and it appearing that venue of these proceedings and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion and the opportunity for a hearing on the Motion was appropriate under the particular circumstances and no other or further notice need be given; upon the record herein, after due deliberation thereon, good and sufficient cause exists for granting of the relief as set forth herein.

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1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: America's Gardening Resource, Inc. (9604); Gardener's Home LLC (0498); Serac Corporation (9800); IGH, Inc. (9336); Innovative Gardening Solutions, Inc. (3325). The location of the Debtors' corporate headquarters and the Debtors' service address in these chapter 11 cases is 128 Intervale Road, Burlington, Vermont 05401.

2 Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Settlement between the Debtors and Eastern Shore Nursery of Virginia, L.L.C. ("Eastern Shore Nursery"), as set forth in the Settlement Agreement and General Release attached as **Exhibit 1** to the Motion (the "Settlement Agreement"), is approved.

3. The Debtors and Eastern Shore Nursery are authorized to implement the terms of the Settlement in accordance with the Settlement Agreement.

4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this order.