

SETTLEMENT AGREEMENT

BETWEEN

CONSUMER ADVOCACY GROUP, INC.,

GROW MORE, INC.

AND

INTERNATIONAL GARDEN CENTER, INC.

Consumer Advocacy Group, Inc. ("CAG"), on behalf of itself and suing in the public interest on the one hand, and defendants Grow More, Inc. ("Grow More") and International Garden Center, Inc. ("IGC") (hereinafter "Defendants"), on the other hand, enter into this agreement ("Settlement Agreement") to resolve all claims related to the Notice of Violation sent by CAG on December 7, 2008 (the "Notice"), and the lawsuit filed by CAG on December 4, 2009 as follows:

1.0 Introduction

1.1 CAG and Defendants ("Parties") enter into this Settlement Agreement to settle disputed claims between the Parties as set forth hereafter.

1.2 The Notice alleges violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code sections 25249.5-25249.13 ("Proposition 65"). Defendants deny the material allegations of the Notice, and deny liability for any claim that was or could have been raised in the Notice.

1.3 The Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by Defendants, their officers, directors, employees, or parents, subsidiaries or affiliated corporations, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the cause of action and allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG and Defendants may have against one another in any other pending legal proceeding.

2.0 Release

2.1 Upon court approval of the settlement between the Parties, execution of the obligations under this Settlement Agreement, CAG fully releases and forever discharges Defendants and their parents, subsidiaries, and affiliates; their customers, predecessors, successors, and assigns; and all officers, directors, and employees of any of the released entities; (collectively, "Released Parties") from all known and unknown rights, claims, causes of action, damages, suits, penalties, liabilities, injunctive relief, declaratory relief, and attorney fees, costs, and expenses related to or arising out of the facts and claims alleged in the Notice. Without limiting the foregoing, the Parties intend the scope of this release to cover all Claims Covered (as defined in Section 3 below) as to the Released Parties that were or could have been put in controversy by the Notice.

2.2 CAG has full knowledge of the contents of the California Civil Code section 1542 ("Section 1542"). CAG acknowledges that the claims released in section 2.1 above may include unknown claims and waives Section 1542 as to any such unknown claims. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

CAG acknowledges and understands the significance and consequences of this specific waiver of California Civil Code section 1542.

3.0 Claims Covered

This Settlement Agreement is a final and binding resolution between the CAG and the Released Parties of the following claims and causes of action:

All Proposition 65 claims that were or could have been asserted in the Notice arising from allegations that the Released Parties exposed, knowingly and intentionally, Defendants' employees, users of Defendants' products and others in proximity to such use to: Growmore Research Farms Diatomaceous Earth.

4.0 Defendants' Duties

Defendants deny that the sale of the product named in the Notice in California without a Proposition 65 warning would violate Proposition 65 but nevertheless agree, promise, and represent that they have ceased any California sales of the

product named in the Notice. Should Defendants decide to sell the product in California in the future, then the product shall contain a compliant Proposition 65 warning conspicuously placed on the product.

5.0 Payments

Defendants shall pay \$25,000 for full settlement of this matter by sending a check in that amount and payable to "Yeroushalmi & Associates." CAG represents and warrants that CAG has authorized the payment of attorney fees and costs, and that the payment and any application or distribution of such payment will not violate any agreement between CAG and its attorneys. CAG releases and agrees to hold harmless the Released Parties with regard to any issue concerning the allocation or distribution of the amount paid under this section. Yeroushalmi & Associates shall provide its address and federal tax identification number to Defendants prior to such payment. Except as provided in this Settlement Agreement, each party shall bear its own attorney fees.

6.0 Authority to Enter Into Settlement Agreement

CAG represents that its signatory to this Settlement Agreement has full authority to enter into this Settlement Agreement on behalf of CAG and to bind legally CAG. Defendants represent that their signatory to this Settlement Agreement has full authority to enter into this Settlement Agreement on behalf of each respective Defendant.

7.0 Attorney General Review

Consistent with section 3003(a) of title 11 of the California Code of Regulations, CAG shall submit this Settlement Agreement to the Attorney General's Office for review within five days of the Parties' execution of this Settlement Agreement. CAG shall also seek court approval of the settlement.

8.0 Execution in Counterparts and Facsimile

This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile signature shall be as valid as the original.

9.0 Entire Agreement

This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

10.0 Modification of Settlement Agreement

Any modification to this Settlement Agreement shall be in writing by the Parties.

11.0 Application of Settlement Agreement

This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG and the Released Parties identified in Section 2.1 above.

12.0 Notification Requirements

Any notice required or permitted hereunder shall be effective only if in writing and delivered in person or sent by telecopy, certified or registered mail return receipt requested, or traceable overnight delivery service, to the following designees:

For CAG:

Reuben Yeroushalmi
Yeroushalmi & Associates
3700 Wilshire Blvd., Suite 480
Los Angeles, CA 90010
Fax: 213.382.3430

For Defendant Grow More, Inc.:

Todd Hunt
Scyfarth Shaw, LLP
2029 Century Park E. Ste 3500
Los Angeles, CA 90067-2901
Fax: 310.282.6907

For Defendant International
Garden Center, Inc.:

Charles H. Pomroy
McKenna Long & Aldridge LLP
300 S. Grand Ave. 14th Floor
Los Angeles, CA 90071-3124
Fax: 213.243.6256

For Defendant International
Garden Center, Inc.:

Jeremy Smith
The Guzman Law Group, PC
Manhattan Towers
1230 Rosecrans Ave., Ste 650
Manhattan Beach, CA 90266
Fax: 310.321.6641

Any party may change its designee(s) for purposes of notification by providing notice of such change pursuant to this section.

Dated: 5/20/10

By: *Jim K. Martins, Pres.*
CONSUMER ADVOCACY GROUP, INC.

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Settlement Agreement between Consumer Advocacy Group and Grow More, Inc. and
International Garden Center, Inc.

settlement agreement re Grow More (3).DOC

Dated: _____

By: _____
DEFENDANT GROW MORE, INC.

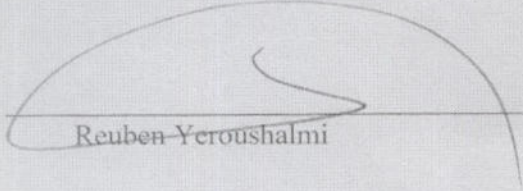
Dated: _____

By: _____
DEFENDANT INTERNATIONAL
GARDEN CENTER, INC.

As to form only:

YEROUSHALMI & ASSOCIATES

Dated: April 21 / 10

By: 
Reuben Yeroushalmi

SEYFARTH SHAW, LLP

Dated: _____

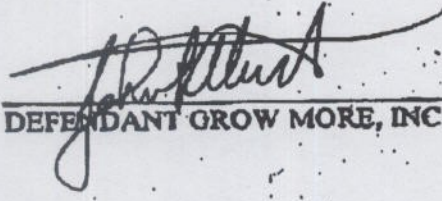
By: _____
Todd C. Hunt

McKENNA LONG & ALDRIDGE LLP

Dated: _____

By: _____
Charles H. Pomeroy

Dated: May 21, 10

By: 
DEFENDANT GROW MORE, INC.

Dated: _____

By: _____
DEFENDANT INTERNATIONAL
GARDEN CENTER, INC.

As to form only:

YERUSHALMI & ASSOCIATES

Dated: _____

By: _____
Reuben Yeroushalmi

SEYFARTH SHAW, LLP

Dated: _____

By: _____
Todd C. Hunt

McKENNA LONG & ALDRIDGE LLP

Dated: _____

By: _____
Charles H. Pomeroy

FAXED
5-21-10

Dated: _____

By: _____
DEFENDANT GROW MORE, INC.

Dated: _____

By: _____
DEFENDANT INTERNATIONAL
GARDEN CENTER, INC.

As to form only:

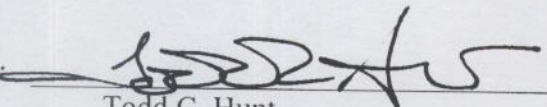
YEROUSHALMI & ASSOCIATES

Dated: _____

By: _____
Reuben Yeroushalmi

SEYFARTH SHAW, LLP

Dated: May 20, 2010

By: 
Todd C. Hunt

McKENNA LONG & ALDRIDGE LLP

Dated: _____

By: _____
Charles H. Pomeroy

Dated: _____

By: _____
DEFENDANT GROW MORE, INC.

Dated: May 24, 2010

By: Richard M. Bova
DEFENDANT INTERNATIONAL
GARDEN CENTER, INC.

As to form only:

YEROUSHALMI & ASSOCIATES

Dated: _____

By: _____
Reuben Yeroushalmi

SEYFARTH SHAW, LLP

Dated: _____

By: _____
Todd C. Hunt

McKENNA LONG & ALDRIDGE LLP

Dated: _____

By: Charles H. Pomeroy
Charles H. Pomeroy