

EXHIBIT B

[First Amendment to Post-Petition Financing Facility]

**FIRST AMENDMENT TO SENIOR SECURED, SUPER-PRIORITY
POST-PETITION CREDIT AGREEMENT**

This First Amendment to Senior Secured, Super-Priority Post-Petition Credit Agreement (herein, the “*Amendment*”) is entered into as of January 14, 2011, by and among International Garden Products, Inc., a Delaware corporation (the “*Parent*”), Iseli Nursery, Inc., an Oregon corporation, and Weeks Wholesale Rose Grower, a California corporation (collectively, including the Parent, the “*Borrowers*” and each individually a “*Borrower*”), each as debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, the direct and indirect Subsidiaries of the Parent party hereto as Guarantors (collectively the “*Guarantors*” and each individually a “*Guarantor*”), each as debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the Borrowers and Guarantors being collectively referred to herein as the “*Debtors*” and each individually a “*Debtor*”), the DIP Lenders party thereto, and Harris N.A., as DIP Agent for the DIP Lenders.

PRELIMINARY STATEMENTS

A. The Borrowers, the Guarantors, the DIP Lenders, and the DIP Agent are parties to that certain Senior Secured, Super-Priority Post-Petition Credit Agreement dated as of October 4, 2010 (the “*DIP Credit Agreement*”). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the DIP Credit Agreement.

B. The Borrowers and the DIP Lenders have agreed to increase the aggregate amount of the DIP Revolving Credit Commitments, amend the Availability Limit, approve the Cash Flow Forecast for the period ending on or about March 31, 2011, and amend certain other provisions of the DIP Credit Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. CONSENT TO CASH FLOW FORECAST.

Pursuant to Section 8.27(a) of the DIP Credit Agreement, the Borrowers have prepared and submitted to the DIP Lenders for their approval the Cash Flow Forecast attached hereto as Annex A showing receipts and disbursements (including, to the extent directly relating to the Iseli and Weeks, by each such Borrower) for the 13-week period ending March 31, 2011. The Borrowers represent that the attached Cash Flow Forecast has been prepared in good faith based upon assumptions believed by the Borrowers and their COO to be reasonable as of the date hereof. Upon the execution of this Amendment by 100% of the DIP Lenders, the Borrower’s 13-week Cash Flow Forecast for the 13-week period ending March 31, 2011 attached hereto as Annex A is hereby approved.

SECTION 2. AMENDMENTS.

Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the DIP Credit Agreement shall be and hereby is amended as follows:

2.1. On the First Amendment Effective Date, the definition of “Availability Limit” and “DIP Revolving Credit Commitments” set forth in Section 5.1 of the DIP Credit Agreement shall be and hereby are amended and restated in their entirety to read as follows:

“*Availability Limit*” means, unless otherwise consented to in writing by 100% of the DIP Lenders, (a) \$2,750,000 from the Petition Date through and including 10/31/10; (b) \$4,750,000 from 11/01/10 through and including 11/30/10; (c) \$7,250,000 from 12/01/10 through and including 12/31/10; (d) \$7,750,000 from 01/01/11 through and including 01/31/11; (e) \$8,500,000 from 02/01/11 through and including 02/28/11; (f) \$8,800,000 from 03/01/11 through and including 04/28/11; (g) \$7,500,000 from 04/29/11 through and including 05/26/11, and (h) \$1,500,000 from 05/27/11 through and including the Maturity Date.

“*DIP Revolving Credit Commitment*” means, as to any DIP Lender, the obligation of such DIP Lender to make DIP Loans and to participate in Letters of Credit issued to or for the account of any Borrower hereunder in an aggregate principal or face amount at any one time outstanding not to exceed the amount set forth opposite such DIP Lender’s name on Schedule 1.1 attached hereto and made a part hereof and for the period referred to therein. The Borrowers and the DIP Lenders acknowledge and agree that the DIP Revolving Credit Commitments of the DIP Lenders aggregate \$8,800,000.

2.2. On the First Amendment Effective Date, the DIP Commitments of each DIP Lender as set forth on Schedule 1.1 of the DIP Credit Agreement shall be amended to be as follows:

NAME OF DIP LENDER	DIP REVOLVING CREDIT COMMITMENTS
Harris N.A.	\$3,206,779.65
MFC Capital Funding, Inc.	\$2,237,288.13
U.S. Bank National Association	\$2,237,288.13
Bank of the West	<u>\$1,118,644.09</u>
TOTAL	<u>\$8,800,000.00</u>

SECTION 3. CONDITIONS PRECEDENT.

The consent provided in Section 1 of this Amendment shall be effective upon the execution and delivery of this Amendment by the Borrowers and all of the DIP Lenders. The amendments provided in Section 2 of this Amendment is subject to the satisfaction of all of the following conditions precedent (the date upon which the following conditions precedent are satisfied, or the waived in writing by the Borrowers and all of the DIP Lenders, being referred to herein as the “*First Amendment Effective Date*”):

3.1. The Borrowers and the DIP Lenders shall have executed and delivered this Amendment, and the Borrowers shall have executed and delivered to the DIP Agent for distribution to the DIP Lenders replacement Notes in the amount of the relevant DIP Revolving Credit Commitments after giving effect to this Amendment.

3.2. The Guarantors shall have executed their reaffirmation, acknowledgment, and consent in the space provided for that purpose below.

3.3. The Financing Order shall have been modified pursuant to an order acceptable to the Borrowers, the DIP Agent and the DIP Lenders.

3.4. The Borrower shall have paid the reasonable costs and expenses (including the reasonable fees and expenses of DIP Agent’s counsel, Chapman and Cutler LLP, its local counsel, Klehr, Harrison, Branzburg LLP, and its financial consultant, Alvarez and Marsal) incurred by the DIP Agent in connection with this Amendment and the transaction contemplated by the DIP Credit Agreement as amended hereby for which the Borrowers have received an invoice (it being understood that such costs and expenses remain subject to Bankruptcy Court approval).

SECTION 4. REPRESENTATIONS.

In order to induce the DIP Lenders to provide the consent in Section 1 above, as of the date hereof, the Borrowers represents to the DIP Lenders that the representations and warranties set forth in Section 6 of the DIP Credit Agreement are and shall be and remain true and correct in all material respects and no Default or Event of Default exists under the DIP Credit Agreement or shall result after giving effect to the consent provided in Section 1 above. In order to induce the DIP Lenders to enter into the amendments set forth in Section 2 above, as of the First Amendment Effective Date, the Borrowers shall be deemed to have concurrently therewith represented to the DIP Lenders that the representations and warranties set forth in Section 6 of the DIP Credit Agreement are and shall be and remain true and correct in all material respects and no Default or Event of Default then exists under the DIP Credit Agreement or shall result after giving effect to the amendments provided in Section 2 above.

SECTION 5. RELEASE.

FOR VALUE RECEIVED, INCLUDING WITHOUT LIMITATION, THE AGREEMENTS OF THE DIP LENDERS IN THE DIP CREDIT AGREEMENT AS AMENDED BY THIS AMENDMENT AND THE

AGREEMENTS OF THE PRE-PETITION LENDERS IN THE FINANCING ORDER, THE BORROWERS AND GUARANTORS (AS DEBTORS AND AS DEBTORS-IN-POSSESSION) HEREBY RELEASE EACH OF THE DIP AGENT, DIP LENDERS, PRE-PETITION AGENT, AND PRE-PETITION LENDERS, ITS CURRENT AND FORMER SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, CONSULTANTS, AND PROFESSIONAL ADVISORS (COLLECTIVELY, THE “*RELEASED PARTIES*”) OF AND FROM ANY AND ALL DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, ACTS AND OMISSIONS, LIABILITIES, AND OTHER CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, BOTH IN LAW AND IN EQUITY, KNOWN OR UNKNOWN, WHICH ANY BORROWER OR GUARANTOR HAS OR EVER HAD AGAINST THE RELEASED PARTIES FROM THE BEGINNING OF THE WORLD TO THIS DATE, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF OR RELATING TO THE DIP CREDIT AGREEMENT AS AMENDED BY THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND THE PRE-PETITION CREDIT AGREEMENT AND THE OTHER PRE-PETITION LOAN DOCUMENTS; AND THE BORROWERS AND GUARANTORS FURTHER ACKNOWLEDGE THAT, AS OF THE DATE HEREOF, THEY DO NOT HAVE ANY COUNTERCLAIM, SET-OFF OR DEFENSE AGAINST THE RELEASED PARTIES, EACH OF WHICH THE BORROWERS AND GUARANTORS HEREBY EXPRESSLY WAIVE.

SECTION 6. MISCELLANEOUS.

6.1. Except as specifically amended herein, the DIP Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the DIP Credit Agreement or any other instrument or document executed in connection therewith, or in any certificate, order, letter or communication issued or made pursuant to or with respect to the DIP Credit Agreement, any reference in any of such items to the DIP Credit Agreement being sufficient to refer to the DIP Credit Agreement as amended hereby.

6.2. The Borrowers hereby jointly and severally agree to pay on demand all reasonable costs and expenses of or incurred by the DIP Agent in connection with the negotiation, preparation, execution and delivery of this Amendment, including the fees and expenses of counsel for the DIP Agent.

6.3. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart hereof. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

This First Amendment to Senior Secured, Super-Priority Post-Petition Credit Agreement is entered into as of the date and year first above written.

“BORROWERS”

INTERNATIONAL GARDEN PRODUCTS, INC., as
debtor and debtor-in-possession

ISELI NURSERY, INC., as debtor and
debtor-in-possession

WEEKS WHOLESALE ROSE GROWER, as debtor
and debtor-in-possession

By _____

Name _____

Title _____

Accepted and agreed to.

“DIP AGENT AND DIP LENDERS”

HARRIS N.A., in its individual capacity as a DIP Lender and as DIP Agent

By _____
Name _____
Title _____

MFC CAPITAL FUNDING, INC., as a DIP Lender

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as a DIP Lender

By _____
Name _____
Title _____

BANK OF THE WEST, as a DIP Lender

By _____
Name _____
Title _____

REAFFIRMATION, ACKNOWLEDGEMENT, AND CONSENT OF GUARANTORS

The undersigned Guarantors heretofore executed and delivered to the DIP Agent and the Lenders the DIP Credit Agreement (wherein the Guarantors guaranteed the Obligations, edging Liability, and Funds Transfer and Deposit Account Liability described therein). The undersigned hereby consents to the First Amendment to the DIP Credit Agreement as set forth above and confirms that all obligations of the undersigned under the DIP Credit Agreement remain in full force and effect and, without limiting the foregoing, the undersigned Guarantors acknowledge and agree that the Obligations extended pursuant to the DIP Revolving Credit Commitments as increased hereby constitutes indebtedness which is guaranteed by the undersigned pursuant to the DIP Credit Agreement. The undersigned Guarantors further agree that the consent of the undersigned to any further amendments to the DIP Credit Agreement shall not be required as a result of this consent having been obtained. The undersigned Guarantors acknowledge that the DIP Lenders and the DIP Agent are relying on the assurances provided herein in entering into the First Amendment set forth above.

“GUARANTORS”

CALIFORNIA NURSERY SUPPLY, as debtor and
debtor-in-possession

By _____
Name _____
Title _____

OLD SKAGIT, INC., as debtor and
debtor-in-possession

By _____
Name _____
Title _____

ANNEX A

(13-WEEK CASH FLOW FORECAST THROUGH MARCH 31, 2011)