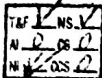


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Diane Kopsch

REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee \$21.00
Will call-Platte County Title & Escrow Co.

Prepared by and return to: First Westroads Bank, 10855 West Dodge Road, Omaha, NE 68154

MEMORANDUM OF INTERCREDITOR AGREEMENT

BE IT KNOWN THAT effective on the 21 day of January, 2004, FIRST AMERICAN BANK, an Iowa banking corporation ("FAB") entered into an Intercreditor Agreement dated January 21, 2004 (the "Agreement") with FIRST WESTROADS BANK, a Nebraska banking corporation ("First Westroads"), EARL MAY SEED & NURSERY L.C. (d/b/a Earl May Garden Centers), an Iowa limited liability company ("Earl May"), and BJS ENTERPRISES, L.C., an Iowa limited liability company ("BJS"), which was executed in order to define the parties' respective rights, remedies and interests appearing against the real estate located in Platte County, State of Nebraska, more fully described on Exhibit "A" attached hereto (the "Real Estate"), together with all improvements located thereon and rights appertaining thereto. Said rights, remedies and interests appearing against the Real Estate are set forth in the following documents:

1. FAB Loan Agreement, as defined in the Agreement, by and between FAB and Earl May; and
2. Corporate Guaranty from BJS to FAB pursuant to the FAB Loan Agreement; and
3. Various First Westroads secured financial accommodations to BJS through notes and agreements which are listed on Exhibit A of the Agreement (the "BJS Secured Obligations"); and
4. Certain lease agreements between BJS, as landlord, and Earl May, as tenant, attached to the Agreement as Exhibit B.

The Intercreditor Agreement provides among other things, that the interests of FAB pursuant to the FAB Loan Agreement are subordinate to the right, title and interest held by First Westroads with respect to BJS Secured Obligations and the Real Estate.

This is only a Memorandum of Intercreditor Agreement, and the complete agreement between the parties is contained in the Agreement, and any further amendment thereto. All parties affected by such Agreement are hereby put on notice of its contents and effects thereof, and should review said document for its contents. You should contact First American Bank to request a copy of said Agreement at 12333 University Avenue, Clive, Iowa 50325, and First Westroads Bank at 10855 West Dodge Road, Omaha, Nebraska 68154.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Intercreditor Agreement to be effective January 21, 2004.

FIRST AMERICAN BANK,
an Iowa banking corporation

By: *[Signature]*
Name: *Regina E. Meisler*
Title: *Executive Vice President*

FIRST WESTROADS BANK,
a Nebraska banking corporation

By: *[Signature]*
Name: *LYNN F. BLUAL*
Title: *Senior Vice President*

EARL MAY SEED & NURSERY L.C.,
an Iowa limited liability company

BJS ENTERPRISES L.C., an Iowa
limited liability company

By: Betty Jane Shaw
Name: Betty Jane Shaw
Title: President

By: Betty Jane Shaw
Name: Betty Jane Shaw
Title: President

Approved as to form only:

WGMS ENTERPRISES, L.C.,
an Iowa limited liability company

By: William E. Shaw
Name: William E. Shaw
Title: President

STATE OF IOWA)
) ss.
COUNTY OF Polk)

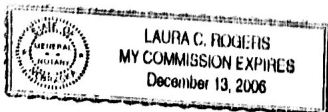
On this 20 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond E. Meister, to me personally known, who being by me duly sworn, did say that he/she is the Executive Vice President of FIRST AMERICAN BANK, an Iowa banking corporation; that said instrument was signed on behalf of said corporation; and that the said Executive Vice President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.



William R. Fajen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

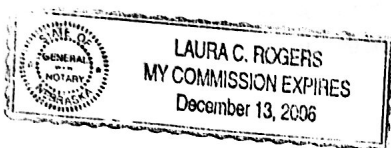
On this 21 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Lynn F. Blum, to me personally known, who being by me duly sworn, did say that he/she is the Senior Vice Pres. of FIRST WESTROADS BANK, a Nebraska banking corporation; that said instrument was signed on behalf of said corporation; and that the said Senior Vice Pres. as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.



Laura C. Rogers
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Douglas)

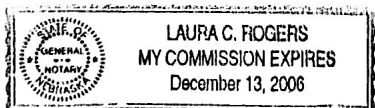
On this 21 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Betty Jane Shaw, to me personally known, who being by me duly sworn, did say that he/she is the President of EARL MAY SEED & NURSERY L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



Laura C Rogers
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Douglas)

On this 21 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Betty Jane Shaw, to me personally known, who being by me duly sworn, did say that he/she is the President of BJS ENTERPRISES, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



Laura C Rogers
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Douglas)

On this 21 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared William E. Shaw, to me personally known, who being by me duly sworn, did say that he/she is the President of WGMS ENTERPRISES, L.C., an Iowa limited liability company; that said instrument was signed on behalf of said limited liability company; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



Laura C Rogers
Notary Public

EXHIBIT "A"

The North 1/2 of Lot 5 and Lot 7, BOULEVARD ACRES Addition to the City of Columbus, Platte County, Nebraska, except that part conveyed to the State of Nebraska, the remainder described as follows:

Beginning at the Southeast corner of Lot 7, BOULEVARD ACRES Addition to the City of Columbus, Platte County, Nebraska, and assuming the North line of said Lot 7 to have a bearing of North $83^{\circ}54'12''$ East; thence Northwesterly on a 5,679.58 foot radius curve concaved Northeasterly, 47.20 feet; thence $44^{\circ}12'17''$ West, 118.71 feet; thence Northwesterly on a 5,779.58 foot radius curve, concaved Southwesterly, 31.66 feet; thence North $24^{\circ}04'10''$ West, 43.06 feet; thence North $11^{\circ}10'09''$ West, 48.98 feet; thence North $02^{\circ}53'44''$ East, 108.95 feet; thence North $32^{\circ}29'13''$ East, 66.72 feet; thence North $83^{\circ}54'13''$ East, 124.37 feet, to the East line of Lot 7; thence South $00^{\circ}12'33''$ East and on said East line, 157.22 feet, thence South $00^{\circ}05'34''$ West and on said East line, 186.29 feet; thence South $00^{\circ}14'55''$ West and on said East line, 63.09 feet, to the Point of Beginning.

(4444 HOWARD BLVD. COLUMBUS, NE 68601)