

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

---

**FORM 8-K**

---

**CURRENT REPORT**

---

**Pursuant to Section 13 OR 15(d) of The  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 31, 2015 (August 28, 2015)**

---

**The Scotts Miracle-Gro Company**

(Exact name of registrant as specified in its charter)

---

**Ohio**

(State or other jurisdiction  
of incorporation or organization)

**001-11593**

(Commission  
File Number)

**31-1414921**

(IRS Employer  
Identification No.)

**14111 Scottslawn Road, Marysville, Ohio**

(Address of principal executive offices)

**43041**

(Zip Code)

**Registrant's telephone number, including area code: (937) 644-0011**

**Not applicable**

(Former name or former address, if changed since last report.)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

---

---

**Item 1.01. Entry into a Material Definitive Agreement.**

On August 28, 2015, The Scotts Miracle-Gro Company (the “Company”) and its wholly-owned subsidiary, The Scotts Company LLC (“Scotts LLC”), entered into a Third Amendment (the “Amendment”) to the Master Accounts Receivable Purchase Agreement, dated as of November 15, 2012, by and among Scotts LLC, the Company, Mizuho Bank, Ltd. as Administrative Agent and as a Bank, and The Bank of Nova Scotia, Suntrust Bank and RB Receivables LLC, as Banks, as previously amended (the “Agreement”).

The Amendment extends the stated termination date of the Agreement through September 25, 2015.

The foregoing summary of the material terms of the Amendment is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

- (a) Financial statements of businesses acquired:  
Not applicable.
- (b) Pro forma financial information:  
Not applicable.
- (c) Shell company transactions:  
Not applicable.
- (d) Exhibits:

**Exhibit No.**      **Description**

10.1	Third Amendment, dated as of August 28, 2015, to the Master Accounts Receivable Purchase Agreement, dated as of November 15, 2012, among The Scotts Miracle-Gro Company, The Scotts Company LLC, Mizuho Bank, Ltd., as Administrative Agent and as a Bank, and the bank signatories thereto
------	---

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE SCOTTS MIRACLE-GRO COMPANY

Dated: August 31, 2015

By: /s/ THOMAS RANDAL COLEMAN

---

Printed Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

**INDEX TO EXHIBITS**

Current Report on Form 8-K  
Dated August 31, 2015  
The Scotts Miracle-Gro Company

<b><u>Exhibit No.</u></b>	<b><u>Exhibit Description</u></b>
10.1	Third Amendment, dated as of August 28, 2015, to the Master Accounts Receivable Purchase Agreement, dated as of November 15, 2012, among The Scotts Miracle-Gro Company, The Scotts Company LLC, Mizuho Bank, Ltd., as Administrative Agent and as a Bank, and the bank signatories thereto

**THIRD AMENDMENT  
TO  
MASTER ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**

**THIRD AMENDMENT TO MASTER ACCOUNTS RECEIVABLE PURCHASE AGREEMENT**, dated as of August 28, 2015 (this "**Amendment**"), among **THE SCOTTS COMPANY LLC**, a limited liability company organized under the laws of Ohio (the "**Company**"), **THE SCOTTS MIRACLE-GRO COMPANY**, a company organized under the laws of Ohio (the "**Parent**"), **THE BANKS PARTY HERETO** and **MIZUHO BANK, LTD.**, as administrative agent (together with its permitted successors in such capacity, the "**Administrative Agent**").

**RECITALS:**

**WHEREAS**, reference is made to that certain Master Accounts Receivable Purchase Agreement, dated as of November 15, 2012, among the Company, the Parent, the Banks party thereto and the Administrative Agent, as amended by the First Amendment dated as of October 25, 2013 and by the Second Amendment dated as of August 29, 2014 (as in effect on the date hereof immediately before giving effect to the amendments contemplated hereby, the "**Existing Agreement**" and as amended by this Amendment, the "**MARPA**"; capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the MARPA);

**WHEREAS**, the Facility Parties have requested that the Banks and the Administrative Agent agree to extend the Stated Termination Date as set forth herein; and

**WHEREAS**, the Banks and the Administrative Agent have agreed to such request subject to the terms and conditions hereof.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Facility Parties, the Administrative Agent and each Bank party to the Existing Agreement hereby agree as follows:

**SECTION 1. AMENDMENT.** Effective as of the Amendment Effective Date (as defined in Section 2 hereof), Section 1 of the Existing Agreement is hereby amended by amending and restating the defined term "Stated Termination Date" in its entirety to read as follows:

"*Stated Termination Date*" means September 25, 2015, or such later date as may be agreed by each Bank and the Company.

**SECTION 2. EFFECTIVENESS.** This Amendment shall be effective as of the date hereof (the "**Amendment Effective Date**") subject to the satisfaction of each of the following conditions, and in case of any documentation to be delivered to the Administrative Agent, such documentation shall be in form and substance reasonably satisfactory to the Administrative Agent:

(a) **Amendment.** The Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of (i) each Facility Party, (ii) the Administrative Agent and (iii) each Bank.

(b) **Representations and Warranties.** At the time of and immediately after giving effect to the amendments contemplated hereby on the Amendment Effective Date, the representations and warranties contained in Section 10.1 of the Existing Agreement and in the other Transaction Documents shall be true

and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects) on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects) on and as of such earlier date.

(c) No Termination Event. At the time of and immediately after giving effect to the amendments contemplated hereby on the Amendment Effective Date, no Termination Event shall have occurred and be continuing.

(d) Other. The Administrative Agent shall have received such other assurances as the Administrative Agent may reasonably request in connection with the transactions contemplated by this Amendment.

### **SECTION 3. MISCELLANEOUS.**

(a) This Amendment is a Transaction Document. All references in the Existing Agreement, in any of the other Transaction Documents and in any other document or instrument incidental hereto or thereto shall, on and after the Amendment Effective Date, be deemed to mean and refer to the Existing Agreement, as amended pursuant to this Amendment.

(b) To induce the Banks and the Administrative Agent to enter into this Amendment, the Company hereby represents and warrants to the Banks and the Administrative Agent that as of the Amendment Effective Date, upon giving effect to this Amendment:

(i) Representations and Warranties. The representations and warranties contained in the MARPA and in the other Transaction Documents apply (and are hereby incorporated herein by reference as if fully set forth herein) with respect to this Amendment and are true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects) on and as of the Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which shall be true and correct in all respects) on and as of such earlier date.

(ii) No Termination Event. No event has occurred and is continuing or would result from the consummation of this Amendment that would constitute a Termination Event.

(c) Each Facility Party, by its signature below, hereby (i) agrees that, notwithstanding the effectiveness of this Amendment, the MARPA continues to be in full force and effect (except, in the case of the MARPA, to the extent expressly amended hereby) and (ii) affirms and confirms its obligations under each of the Transaction Documents to which it is a party.

(d) This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any other law.

(e) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile electronic transmission or by e-mail transmission of a pdf (or similar) file format document shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto, by their officers thereunto duly authorized, have executed this Amendment as of the day and year first above written.

**THE SCOTTS COMPANY LLC**

By: /s/ MARK J. WEAVER\_\_\_\_\_

Name: Mark J. Weaver

Title: Vice President and Treasurer

**THE SCOTTS MIRACLE-GRO COMPANY**

By: /s/ MARK J. WEAVER\_\_\_\_\_

Name: Mark J. Weaver

Title: Vice President and Treasurer

[Signature Page to Third Amendment to Master Accounts Receivables Purchase Agreement]

**MIZUHO BANK, LTD.**, as Administrative Agent and a Bank

By: /s/ DAVID LIM\_\_\_\_\_

Name: David Lim

Title: Authorized Signatory

[Signature Page to Third Amendment to Master Accounts Receivables Purchase Agreement]

**THE BANK OF NOVA SCOTIA, as a Bank**

By: /s/ A. ZYLA

Name: A. Zyla

Title: Relationship Manager  
Commodity Trade Finance

By: /s/ PIERRE D'AVIGNON

Name: Pierre D'Avignon

Title: Vice President

[Signature Page to Third Amendment to Master Accounts Receivables Purchase Agreement]

**SUNTRUST BANK**, as a Bank

By: /s/ MICHAEL PEDEN

Name: Michael Peden

Title: Vice President

[Signature Page to Third Amendment to Master Accounts Receivables Purchase Agreement]

COOPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW  
YORK BRANCH, as a Bank

By: /s/ THOMAS MCNAMARA

Name: Thomas McNamara

Title: Vice President

By: /s/ THOMAS GIUNTINI

Name: Thomas Giuntini

Title: Executive Director

[Signature Page to Third Amendment to Master Accounts Receivables Purchase Agreement]