



---

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) January 20, 2009 (~~January 14, 2009~~)

**The Scotts Miracle-Gro Company**

---

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction  
of incorporation)

1-11593

(Commission  
File Number)

31-1414921

(IRS Employer  
Identification No.)

14111 Scottslawn Road, Marysville, Ohio

(Address of principal executive offices)

43041

(Zip Code)

(937) 644-0011

(Registrant's telephone number, including area code)

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))
- 
-

## **TABLE OF CONTENTS**

[Item 5.02 — Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.](#)

[Item 9.01 — Financial Statements and Exhibits.](#)

[SIGNATURE](#)

[INDEX TO EXHIBITS](#)

[EX-10.2](#)

---

**Item 5.02 — Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Amendment to Barry W. Sanders Employment Agreement

On January 14, 2009, The Scotts Company LLC (“Scotts LLC”), a wholly-owned subsidiary of The Scotts Miracle-Gro Company (the “Company”), and Barry W. Sanders, the Company’s Executive Vice President, North America, entered into an amendment (the “First Amendment”) to Mr. Sanders’ existing employment agreement, which has been effective since October 1, 2007 (the “Employment Agreement”).

The First Amendment revises the definition of the term “Good Reason” so that only a material diminution in Mr. Sanders’ base compensation or a material change in the geographic location at which Mr. Sanders must perform services (each without Mr. Sanders’ consent) constitutes “Good Reason” under the revised Employment Agreement. The First Amendment also modifies the calculation of the portion of the annual bonus that Mr. Sanders would receive in the event his employment is terminated by Scotts LLC without Cause or in the event Mr. Sanders terminates his employment for Good Reason unrelated to a Change in Control (as such terms are defined in the Employment Agreement, as amended by the First Amendment). In either such event, Mr. Sanders will receive a lump sum payment equal to the Annual Bonus Award (as defined in the Employment Agreement) that he would have received had he remained employed for the entire fiscal year/performance period, prorated based on the actual base salary paid to Mr. Sanders during such fiscal year for services rendered through the effective date of such termination.

Finally, pursuant to the First Amendment, Scotts LLC has agreed to extend the term of the Employment Agreement through September 30, 2011.

The foregoing description of the First Amendment is qualified in its entirety by reference to the full text of the First Amendment, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference. A copy of the Employment Agreement is attached as Exhibit 10(m) to the Company’s Annual Report on Form 10-K for the fiscal year ended September 30, 2007.

**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.

## Table of Contents

### (d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>	<u>Location</u>
10.1	Employment Agreement, effective as of October 1, 2007, between The Scotts Company LLC and Barry Sanders (executed by Mr. Sanders on November 16, 2007 and on behalf of The Scotts Company LLC on November 19, 2007)	Incorporated herein by reference to The Scotts Miracle-Gro Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2007 (File No. 1-11593) [Exhibit 10(m)]
10.2	First Amendment to Employment Agreement, effective as of January 14, 2009, by and between The Scotts Company LLC and Barry Sanders	Filed herewith

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: January 20, 2009

By: /s/ Vincent C. Brockman

Printed Name: Vincent C. Brockman

Title: Executive Vice President, General Counsel and  
Corporate Secretary

INDEX TO EXHIBITS

Current Report on Form 8-K  
Dated January 20, 2009

The Scotts Miracle-Gro Company

<u>Exhibit No.</u>	<u>Description</u>	<u>Location</u>
10.1	Employment Agreement, effective as of October 1, 2007, between The Scotts Company LLC and Barry Sanders (executed by Mr. Sanders on November 16, 2007 and on behalf of The Scotts Company LLC on November 19, 2007)	Incorporated herein by reference to The Scotts Miracle-Gro Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2007 (File No. 1-11593) [Exhibit 10(m)]
10.2	First Amendment to Employment Agreement, effective as of January 14, 2009, by and between The Scotts Company LLC and Barry Sanders	Filed herewith

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

This First Amendment to the Employment Agreement dated effective October 1, 2007 ("Agreement") by and between The Scotts Company, LLC ("Company") and Barry Sanders ("Executive") is effective as of this 14th day of January, 2009.

**RECITALS**

WHEREAS, the Company and the Executive previously entered into the Agreement; and

WHEREAS, the Company and the Executive each desire to amend the Agreement as described herein.

**AMENDMENT**

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the parties set forth in this Agreement, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Article 1 of the Agreement is hereby amended by inserting the following at the end thereof:

The Company hereby agrees that, with respect to the term of the Agreement expiring September 30, 2010, it will not exercise its right to deliver a notice of its intent not to renew the Agreement, as provided herein, and the Agreement will automatically be extended for one (1) additional year at the end of such term; provided, however, that nothing in the foregoing shall be construed as affecting any other right of the Company under any other provision of this Agreement, including, without limitation, the ability to terminate the Agreement and the Executive's employment thereunder. Likewise, nothing in this Amendment is intended to change the language related to a Change of Control contained in Article 1.

2. Section 2.17 of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

**2.17 "Good Reason"** means, without the Executive's consent, the existence of one or more of the following conditions:

- (a) A material diminution in the Executive's base compensation; or
- (b) A material change in the geographic location at which the Executive must perform services.

Notwithstanding the foregoing, (i) an event described in this Section 2.17 shall constitute Good Reason only if the Company fails to cure such event within thirty

---



(30) days after receipt from the Executive of written notice of the event which constitutes Good Reason and (ii) Good Reason shall cease to exist for an event on the ninetieth (90th) day following the later of its occurrence or the Executive's knowledge thereof, unless the Executive has given the Company written notice of such event prior to such date.

3. Section 7.4(b)(ii) of the Agreement is hereby deleted in its entirety and the following is substituted therefor:

(ii) A lump sum payment equal to the Annual Bonus Award that the Executive would have received had the Executive remained employed for the entire fiscal year/performance period, but prorated based on the actual Base Salary paid to the Executive during such fiscal year for services rendered through the Effective Date of Termination.

IN WITNESS WHEREOF, the Company has caused this First Amendment to be executed by a duly authorized officer and the Executive has executed this First Amendment, each effective as of the date first set forth above.

**COMPANY**

**EXECUTIVE**

The Scotts Company, LLC

By: /s/ Denise S. Stump  
Denise S. Stump

/s/ Barry W. Sanders  
Barry Sanders

Its: Executive Vice President, Global Human Resources