
**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, 2017 (August 25, 2017)

The Scotts Miracle-Gro Company

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction
of incorporation)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On August 25, 2017, The Scotts Company LLC (“Scotts LLC”), a wholly-owned subsidiary of The Scotts Miracle-Gro Company (“Scotts Miracle-Gro”), entered into Amendment No. 1 to Master Framework Agreement (the “Amendment”) by and among Scotts LLC, Coöperatieve Rabobank, U.A. (New York Branch), as a purchaser and agent of the purchasers (“Rabobank”), and Sumitomo Mitsui Banking Corporation (New York Branch), as a purchaser (“Sumitomo”) and Scotts Miracle-Gro. The Amendment amends that certain Master Framework Agreement dated April 7, 2017 by and among Scotts LLC, Rabobank and Sumitomo (the “Master Framework Agreement”). The Amendment, together with the Master Framework Agreement and the Master Repurchase Agreement entered into by and among Scotts LLC, Rabobank and Sumitomo on April 7, 2017 (including the annexes thereto, the “Repurchase Agreement”), are collectively referred to as the “Receivables Facility.”

Under the Receivables Facility, Scotts LLC may sell a portfolio of available and eligible outstanding customer accounts receivable to the purchasers and simultaneously agree to repurchase the receivables on a weekly basis. Among other things, the Amendment (i) extends the expiration date of the Receivables Facility from August 25, 2017 to August 24, 2018, (ii) defines the seasonal commitment period of the Receivables Facility as beginning on February 23, 2018 and ending on June 15, 2018, (iii) increases the eligible amount of customer accounts receivable which may be sold from up to \$250 million to up to \$400 million and (iv) increases the commitment amount of the Receivables Facility during the seasonal commitment period from up to \$100 million to up to \$160 million. Scotts Miracle-Gro continues to guarantee all of Scotts LLC’s obligations under the Receivables Facility.

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 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information under Item 1.01 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 Amendment No. 1 to Master Framework Agreement with Cooperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 25, 2017

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, 2017

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, 2017
The Scotts Miracle-Gro Company

Exhibit No. **Description**

[10.1](#) Amendment No. 1 to Master Framework Agreement with Cooperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 25, 2017

AMENDMENT NO. 1 TO MASTER FRAMEWORK AGREEMENT

This AMENDMENT NO. 1 TO MASTER FRAMEWORK AGREEMENT (this "*Amendment*"), is made and entered into as of August 25, 2017 (the "*Amendment Date*"), by and among each of

Coöperatieve Rabobank, U.A., New York Branch, a Dutch coöperatieve acting through its New York Branch ("*Rabobank*") and Sumitomo Mitsui Banking Corporation, New York Branch, a Japanese corporation ("*SMBC*"), as purchasers (each, a "*Buyer*" and, collectively, the "*Buyers*");

Rabobank, as Buyers' agent (in such capacity, "*Agent*");

The Scotts Company LLC, an Ohio limited liability company, as seller ("*Seller*"); and

solely for purposes of Section 4.5 hereof, the Scotts Miracle-Gro Company, an Ohio corporation, as guarantor ("*Guarantor*"),

and amends that certain Master Framework Agreement dated as of April 7, 2017, by and among the Buyers, Agent and Seller (the "*Framework Agreement*" and, as amended hereby, the "*Amended Framework Agreement*"). Each of Agent, the Buyers and Seller may also be referred to herein individually as a "*Party*", and collectively as the "*Parties*".

RECITALS

WHEREAS, the Parties entered into the Framework Agreement and certain other Transaction Agreements for the purpose of providing Seller with a facility under which Buyers and Seller would enter into certain sale and repurchase agreements with respect to Eligible Receivables owned by Seller;

WHEREAS, Guarantor entered into the Guaranty in favor of Agent and the Buyers pursuant to which Guarantor guaranteed the payment and performance of all obligations, liabilities and indebtedness owed by Seller under the Transaction Agreements; and

WHEREAS, the Parties now wish to extend the Facility Term and amend certain other provisions of the Framework Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and, solely for purposes of Section 4.5 hereof, Guarantor agree as follows:

1. Interpretation.

1.1 Definitions. All capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Framework Agreement (including Schedule 1 thereto).

1.2 Construction. The rules of construction set forth in Section 1.2 of the Framework Agreement shall apply to this Amendment.

2. Amendments.

The Framework Agreement is hereby amended, effective from and after the Amendment Date, as follows:

2.1 The definition of Fee Letter in Schedule 1 to the Framework Agreement is hereby amended by deleting the words “the Effective Date” appearing therein and replacing them with “August 25, 2017”.

2.2 The definition of Scheduled Facility Expiration Date in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 25, 2017” appearing therein and replacing it with “August 24, 2018”.

2.3 The definition of Seasonal Commitment Amount in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “\$100,000,000” appearing therein and replacing it with “\$160,000,000”.

2.4 The definition of Seasonal Commitment Period in Schedule 1 to the Framework Agreement is hereby amended by deleting the words “the Effective Date” appearing therein and replacing them with “February 23, 2018”.

2.5 The definition of Seasonal Commitment Expiration Date in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “June 16, 2017” appearing therein and replacing it with “June 15, 2018”.

2.6 The definition of Side Letter in Schedule 1 to the Framework Agreement is hereby amended by deleting the words “the Effective Date” appearing therein and replacing them with “August 25, 2017”.

2.7 Schedule 4 to the Framework Agreement is hereby amended and restated by replacing such Schedule 4 with the Schedule attached as Exhibit A hereto.

3. Representations, Warranties and Undertakings.

3.1 Seller. In entering into this Amendment, Seller hereby makes or repeats (as applicable) to Agent and each Buyer as of the Amendment Date (or, to the extent expressly relating to a specific prior date, as of such prior date) the representations and warranties set forth in the

Framework Agreement and each other Transaction Agreement to which Seller is a party, and such representations and warranties shall be deemed to include this Amendment. Seller further represents that it has complied in all material respects with all covenants and agreements applicable to it under the Framework Agreement and each of the other Transaction Agreements to which it is a party.

4. Miscellaneous.

4.1 Counterparts. This Amendment may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. A facsimile or portable document format (“.pdf”) signature page will constitute an original for the purposes of this Section 4.1.

4.2 Replacement Fee Letter. The Parties acknowledge and agree that, in connection with this Amendment and as a condition to the effectiveness hereof, Seller, Agent and each Buyer are entering into a replacement Fee Letter Agreement, dated as of the Amendment Date (the “**Replacement Fee Letter**”), which shall constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the original Fee Letter Agreement entered into among the Parties on the Effective Date (the “**Original Fee Letter**”). The Parties further acknowledge and agree that, effective from and after the Amendment Date, the Original Fee Letter shall be terminated and have no further force or effect, and as reflected in Section 2.1 of this Amendment, all references in the Framework Agreement and the other Transaction Agreements to the Fee Letter shall be deemed references to the Replacement Fee Letter.

4.3 Replacement Side Letter. The Parties acknowledge and agree that, in connection with this Amendment and as a condition to the effectiveness hereof, Seller and Agent are entering into a replacement Side Letter Agreement, dated as of the Amendment Date (the “**Replacement Side Letter**”), which shall constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the original Side Letter Agreement entered into between Seller and Agent on the Effective Date (the “**Original Side Letter**”). The Parties further acknowledge and agree that, effective from and after the Amendment Date, the Original Side Letter shall be terminated and have no further force or effect, and as reflected in Section 2.6 of this Amendment, all references in the Framework Agreement and the other Transaction Agreements to the Side Letter shall be deemed references to the Replacement Side Letter.

4.4 Ratification. Except as amended hereby or as otherwise specified in Sections 4.2 and 4.3 hereof, each of the other Transaction Agreements remains in full force and effect. The Parties hereby acknowledge and agree that, effective from and after the Amendment Date, all references to the Framework Agreement in any other Transaction Agreement shall be deemed to be references to the Amended Framework Agreement, and any amendment in this Amendment of a defined term in the Framework Agreement shall apply to terms in any other Transaction Agreement which are defined by reference to the Framework Agreement.

4.5 Guarantor Acknowledgment and Consent. Guarantor hereby acknowledges the Parties' entry into this Amendment and consents to the terms and conditions hereof (including with respect to the Replacement Fee Letter and the Replacement Side Letter), it being understood that such terms and conditions may affect the extent of the Obligations (as defined in the Guaranty) for which Guarantor may be liable under the Guaranty. Guarantor further confirms and agrees that the Guaranty remains in full force and effect after giving effect to this Amendment and, for the avoidance of doubt, acknowledges that any amendment herein to a defined term in the Framework Agreement shall apply to terms in the Guaranty which are defined by reference to the Framework Agreement.

4.6 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PROVISIONS THEREOF OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

4.7 Expenses. All reasonable legal fees and expenses of Agent and each Buyer incurred in connection with the preparation, negotiation, execution and delivery of this Amendment and each related document entered into in connection herewith shall be paid by the Seller promptly on demand.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Buyer and Agent:

Coöperatieve Rabobank, U.A., New York Branch

By: /s/ THOMAS MCNAMARA

Name: Thomas McNamara

Title: Vice President

By: /s/ MARTIN SNYDER

Name: Martin Snyder

Title: Executive Director

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 1 to Master Framework Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Seller:

The Scotts Company, LLC

By: /s/ JAMES A. SCHROEDER

Name: James A. Schroeder

Title: Vice President and Treasurer

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 1 to Master Framework Agreement]

IN WITNESS WHEREOF, Guarantor has executed this Amendment (solely for purposes of Section 4.5 hereof) as of the date first written above.

Guarantor:

The Scotts Miracle-Gro Company

By: /s/ JAMES A. SCHROEDER
Name: James A. Schroeder
Title: Vice President and Corporate Treasurer

[Signature Page to Amendment No. 1 to Master Framework Agreement]

Exhibit A

SCHEDULE 4

INDIVIDUAL FUNDING LIMITS

(\$ in millions)

	Committed Limit	Funding Limit
Rabobank	\$90	\$225
SMBC	\$70	\$175