
**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): July 11, 2013 (July 10, 2013)

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

Resignation of Vincent C. Brockman as Executive Vice President, General Counsel, Corporate Secretary and Chief Ethics & Compliance Officer

On July 11, 2013, The Scotts Miracle-Gro Company (the "Company") announced that Vincent C. Brockman has resigned from the organization effective as of July 10, 2013. Mr. Brockman served as the Company's Executive Vice President, General Counsel, Corporate Secretary and Chief Ethics & Compliance Officer. Ivan C. Smith, who previously served as Vice President and Assistant General Counsel, has been promoted to Executive Vice President, General Counsel and Corporate Secretary effective as of July 10, 2013. A copy of the Company's news release announcing Mr. Brockman's resignation and Mr. Smith's appointment is included as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

On July 10, The Scotts Company LLC ("Scotts LLC"), a wholly-owned subsidiary of the Company, executed a Separation Agreement and Release of All Claims (the "Separation Agreement") with Mr. Brockman. The Separation Agreement addresses the payments and benefits to which Mr. Brockman is entitled in connection with his resignation.

Pursuant to the terms of the Separation Agreement, Scotts LLC will pay or make the following amounts and benefits available to Mr. Brockman on or after July 10, 2013: (a) severance pay equal to twenty-four months of salary, at Mr. Brockman's regular monthly base pay, payable in accordance with Scotts LLC standard payroll procedures commencing on or after the first day of the seventh month beginning after July 10, 2013; (b) a one-time lump sum payment of \$24,000 within 15 days of the effective date of the Separation Agreement for Mr. Brockman's use in searching for employment; (c) for a period of 18 months, a benefits offset payment in an amount equal to the excess of the COBRA premium charged by the Company to terminated employees over the premium Mr. Brockman paid as an active employee; (d) a prorated annual bonus award equal to the amount Mr. Brockman would have received had he remained employed for the entire fiscal year, but pro-rated based upon the actual base salary paid to Mr. Brockman through July 10, 2013, payable no later than December 15, 2013; (e) transition pay in the form of a one-time lump sum payment of \$178,000 within 15 days of the effective date of the Separation Agreement in exchange for Mr. Brockman's agreement to provide transition support through September 30, 2013; (f) an additional one-time lump sum payment of \$425,000 within 15 days of the effective date of the Separation Agreement for the purpose of facilitating Mr. Brockman's sale of his current residence in Ohio, relocation to his prior home state of Florida, and other transitional costs; and (g) payment of legal fees in the amount of \$10,000 incurred by Mr. Brockman in connection with the Separation Agreement. All amounts payable to Mr. Brockman under the Separation Agreement will be subject to all applicable withholdings and deductions required by federal, state and local taxing authorities.

The payments and benefits described above are the only amounts to which Mr. Brockman is entitled under the Separation Agreement (or any other agreement). He also remains entitled to any vested benefits he had as of July 10, 2013 under other benefit plans or programs maintained by the Company or its subsidiaries, including The Scotts Miracle-Gro Company Long-Term Incentive Plan, The Scotts Company LLC Retirement Savings Plan and The Scotts Company LLC Executive Retirement Plan, and any award agreements thereunder to which Mr. Brockman is a party.

The Separation Agreement, together with the Employee Confidentiality, Noncompetition, Nonsolicitation Agreement previously executed by Mr. Brockman on May 11, 2006, which will continue in effect following his resignation, also contains various restrictive covenants, including covenants relating to noncompetition, confidentiality, cooperation and nonsolicitation.

The foregoing is a brief description of the terms of the Separation Agreement and is qualified in its entirety by reference to the Separation Agreement, a copy of which is included 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	Separation Agreement and Release of All Claims, entered into and effective as of July 10, 2013, by and between The Scotts Company LLC and Vincent C. Brockman
99.1	News Release issued by The Scotts Miracle-Gro Company on July 11, 2013

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: July 11, 2013

By: /s/ LAWRENCE A. HILSHEIMER

Printed Name: Lawrence A. Hilsheimer

Title: Executive Vice President and Chief Financial Officer

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated July 11, 2013
The Scotts Miracle-Gro Company

<u>Exhibit No.</u>	<u>Exhibit Description</u>
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99.1	News Release issued by The Scotts Miracle-Gro Company on July 11, 2013



SEPARATION AGREEMENT

AND RELEASE OF ALL CLAIMS

*NOTICE: READ BEFORE YOU SIGN!
This agreement contains a RELEASE. We advise that you consult an ATTORNEY*

THIS SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Vincent C. Brockman ("Employee") and The Scotts Company LLC ("Company");

WHEREAS, Employee's last day of employment with Company shall be July 10, 2013 (the "Termination Date");

WHEREAS, Employee is covered as a Tier 1 Participant under the Company's Executive Severance Plan, the benefits of which are non-negotiable and only available upon the Effective Date of this Agreement;

NOW THEREFORE, in exchange for and in consideration of the promises and covenants contained herein, along with other good and valuable consideration, the receipt of which is expressly acknowledged hereby, the parties agree as follows:

1. Severance Benefits. The parties agree that Employee has been separated from service for a reason they have mutually agreed will be covered by the Company's Executive Severance Plan (and that receipt of this Agreement shall serve as a "Notice of Termination" as described therein) and, thus, Employee is entitled to the benefits available under the Executive Severance Plan (and no other benefits), and subject to the terms of the Executive Severance Plan and his Participation Agreement under the Executive Severance Plan, and that he is only entitled to such benefits upon the Effective Date of this Agreement. The parties further agree that the Company will pay Employee certain additional compensation as described in this Agreement. Except as otherwise expressly described herein (in particular Paragraph 1(E)-(G)), the terms of the Executive Severance Plan and Employee's Participation Agreement are hereby incorporated by reference and any inconsistency between the terms of the Executive Severance Plan or the Participation Agreement and this Agreement will be resolved in favor of the terms of this Agreement. The Company agrees to provide Employee with the following (collectively, the "Severance Benefits"):
 - (A) Severance Pay equal to Twenty-Four (24) months (the "Severance Period") of salary, at Employee's regular monthly base pay as of the Termination Date (the "Severance Pay"), payable in accordance with standard Company payroll procedures and Paragraph 2. The Severance Pay shall be subject to withholding and deductions required by federal, state, and local taxing authorities with each installment. In the event that Employee accepts re-employment with Scotts during the Severance Period, Scotts' obligation to continue making severance payments will cease as of the date re-employment begins.
 - (B) In lieu of outplacement services available to Employee as a former executive, Employee shall be paid, within 15 days of the effective date of this Agreement, a lump sum of Twenty-four thousand dollars (\$24,000), for Employee's use in searching for employment. This payment will be subject to all applicable taxes and withholdings.
 - (C) Employee shall be eligible to elect COBRA continuation benefits as to medical, dental and vision insurance benefits, and participation in the Employee Assistance Program as provided by

applicable law. The Company shall pay Employee, as provided in Paragraph 2, an amount equal to the COBRA premium charged by the Company to terminated employees minus the premium Employee paid as an active employee for the benefits for which Employee was enrolled on the Termination Date, all calculated at the rates in effect at the Termination Date (a "Benefit Payment"). This Benefit Payment will be paid to Employee each month starting with the month following the Termination Date up to a maximum of eighteen (18) months. This payment will be subject to all applicable taxes and withholdings.

- (D) Employee will be paid a Prorated Annual Bonus Award, which is the amount Employee would have received had Employee remained employed for the entire fiscal year/performance period, but pro-rated based upon the actual base salary paid to the Employee during Employee's period of employment during the fiscal year/performance year through the Termination Date. Subject to Paragraph 2(B), the Prorated Annual Bonus Award, if any, will be paid no later than December 15, 2013.
- (E) Transition Services and Pay. Employee agrees that from the Termination Date through September 30, 2013, there may be a need for specific cooperation and transition assistance from Employee for purposes of ensuring a smooth transition on all matters (including legal, ethics, compliance, and regulatory matters) previously under the leadership and direction of Employee. This may include phone calls, in-person meetings either at Company's facility or off-site, as well as written communications. All such transition activities will be done at the direction of Denise Stump, Ivan Smith, David Faure or their designee/s, mutually agreed upon between Employee and the Company. Employee agrees that through September 30, 2013, he will make himself reasonably available during normal business hours to assist with transition of his work and/or knowledge. Both Employee and Scotts agree that Employee will be working less than 20% of the average work schedule that he worked during the last 36 months of his employment with Scotts. Employee agrees with Scotts' conclusion, after an opportunity to consult with his own tax advisor that the Termination Date will result in a "separation from service" as defined under section 409A of the Internal Revenue Code ("Section 409A"). In consideration for these promises, and the promises otherwise contained in this Agreement, the Company agrees to provide Employee with a one-time lump sum payment of One Hundred Seventy-Eight Thousand Dollars (\$178,000.00), subject to all applicable taxes and withholdings (the "Transition Payment"). This Transition Payment will be made within 15 days of the Effective Date of this Agreement. The parties agree that the compensation provided for under this Agreement includes any and all compensation for Employee's reasonable cooperation pursuant to this Paragraph 1(E).
- (F) Relocation Assistance. The Company has agreed to provide an additional one-time lump sum payment in the amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00), subject to all applicable taxes and withholdings, for purposes of facilitating Employee's sale of his current residence in Ohio, relocation to his prior home state of Florida and other transitional costs (the "Relocation Payment"). This Relocation Payment will be made within 15 days of the Effective Date of this Agreement.
- (G) Payment of Legal Fees. The Company shall pay the legal fees incurred by Employee in connection with his separation from employment and this agreement, in the amount of \$10,000. The Company shall issue this check within 21 days of receiving both a signed copy of this Agreement and a completed form W-9 from Marshall and Morrow, LLC ("Employee's Counsel"). Scotts shall issue a Form 1099 to Employee and Employee's Counsel for this amount. Employee shall be responsible for any tax liability in relation to this payment.

The Severance Benefits described herein (including all payments described in this Paragraph 1 (A)-(G)) shall be the only amounts paid by or on behalf of Company, and no interest on this amount shall be paid. Employee acknowledges and agrees that any outstanding equity awards will be governed by the terms of the respective award agreements and the Company's Long Term Incentive Plan. Employee acknowledges and agrees that the benefits described above are the benefits payable to Employee pursuant to the Executive Severance Plan plus the additional benefits in Paragraph 1(E)-(G), and that he/she is not entitled

to any other benefits under the Executive Severance Plan or any other plan or agreement. Employee otherwise acknowledges hereby the receipt of all wages and other compensation or benefits to which Employee is entitled as a result of Employee's employment with Company through the Termination Date.

The obligation of the Company to make payments under this Agreement shall cease, and all payments made shall be subject to immediate repayment if Employee breaches any material provision of this Agreement or any other Agreement containing post-employment obligations, provided, however, that if the Company believes that Employee has breached any such provision it shall give written notice to employee and allow Employee a period of 21 days to cure such breach. If the breach is cured, then the Company's payment obligations under this agreement shall continue. Such notice and opportunity to cure shall not apply if the breach is, in whole or in part, not able to be cured by subsequent acts.

2. Commencement of Payments; Limitations. This Paragraph 2 governs the payment of the Severance Pay, the Benefit Payment, and the Prorated Annual Bonus Award payable under Paragraph 1(D).
- (A) Payment of the Severance Pay and the Benefit Payment shall commence on the first pay date under the Company's standard payroll procedures that occurs on or after the first day of the seventh month beginning after Employee's Termination Date and shall continue until all of the Severance Pay and Benefit payment payable under Paragraphs 1(A) and 1(C), respectively, have been paid. The first payment of the Severance pay and the Benefit Payment shall include the amount that would have been payable in accordance with the Company's standard payroll procedures during the period beginning on the Termination Date and ending with the date of the first payment of such amounts if the Termination Date was the Effective Date.
 - (B) This Agreement is intended to comply with Section 409A of the Code ("409A") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A.
 - (C) This Agreement is intended to comply with Section 409A of the Code ("409A") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A.
 - (D) Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Employee in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Employee is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.
 - (E) To the extent permitted by Section 409A, each payment described in Sections 1 (D), (E), (F) and (G) shall be treated as a separate and distinct payment from all other payments described herein and each such payment is intended to be exempt from the requirements of 409A.
3. Resignation. The parties acknowledge and agree that Employee's separation from employment will be treated as a resignation. Immediately upon execution of this Agreement by Employee, Employee acknowledges his resignation of employment with the Company, the Board of Directors, and any other positions he may hold with the Company and any of the Company's affiliates. Specifically, Employee's act of signing this Agreement is an effective tender of his resignation as Secretary for the Scotts Miracle-Gro

Company; an effective resignation from his current position of Executive Vice President, General Counsel, and Chief Ethics & Compliance Officer; and an effective resignation from any other offices, directorships, or committee memberships he may hold with the Company or any of its subsidiaries or affiliates. Such resignations shall be effective as of the Termination Date.

4. Release of Claims. Employee, on behalf of Employee and Employee's spouse, personal representatives, administrators, minor children, heirs, assigns, wards, agents, and all other persons claiming by or through Employee, does hereby forever release and discharge Company and its respective officers, directors, shareholders, agents, employees, affiliates, subsidiaries, divisions, predecessors, successors, and assigns (the "Released Parties") from any and all charges, claims, demands, judgments, causes of action, damages, expenses, costs, and liabilities of any kind whatsoever. Employee expressly acknowledges that the claims released by this paragraph include all rights and claims relating to Employee's employment with Company and the termination thereof, including without limitation any claims Employee may have under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker Adjustment Retraining and Notification (WARN) Act, Ohio Revised Code Chapter 4112, Family and Medical Leave Act and any other federal, state, or local laws or regulations governing employment relationships. This release specifically and without limitation includes a release and waiver of any claims for employment discrimination, wrongful discharge, breach of contract, or promissory estoppel, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of the Released Parties occurring prior to the execution of this Agreement. The release contained herein does not apply to any claim or to rights or claims first arising after the Effective Date of this Agreement, to any action for breach of this agreement, or any right to indemnification for acts or omissions done in good faith in the course and scope of Employee's employment or in the performance of transition services pursuant to any Company contract of insurance (subject to the terms of such contract), nor does it apply to any claims for unemployment compensation, workers compensation benefits, vested benefits under ERISA, or any vested benefit under the Executive Retirement Plan (subject to the terms and conditions of any awards and such plan), or any vested benefits under any ERISA qualified retirement, savings, pension or welfare benefit plan.

With the exception of Employee's covenants contained or referenced in this Agreement (including obligations referenced in Paragraph 12 regarding confidentiality, nondisclosure, noncompetition, and nonsolicitation), The Company hereby releases and waives any legal or equitable claim or cause of action it may have against Employee or Employee's heirs, executors, or representatives, relating to Employee's employment with the Company, or separation from the Company.

5. Right to Participate in Charge. Nothing in this agreement shall be construed to mean that Employee may not file a charge with a governmental agency, or participate in any investigation of a charge conducted by any governmental agency. Employee nevertheless understands and agrees that because of the waiver and release, he freely provides by signing this Agreement, he cannot obtain any monetary relief or recovery from the Released Parties in any proceeding.
6. Knowing and Voluntary Act. Employee acknowledges and agrees that the release set forth above is a general release. Employee, having been encouraged to and having had the opportunity to be advised by counsel, expressly waives all claims for damages which exist as of this date, but of which Employee does not now know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known would materially affect Employee's decision to enter into this Agreement. Employee further agrees that Employee accepts the Severance Benefits as a complete compromise of matters involving disputed issues of law and fact and assumes the risk that the facts and law may be other than Employee believes. Employee further acknowledges and agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such differences in the facts or law, and that Employee provides this release voluntarily and with full knowledge and understanding of the terms hereof.
7. Revocation Period. Employee specifically acknowledges and understands that this Agreement is intended to release and discharge any claims of Employee under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act (OWBPA). Under the OWBPA, Employee has 21

calendar days in which to consider this Agreement. However, pursuant to paragraph 20, below, Employee may sign this Agreement at any time up to and including 60 days after the Termination Date. Employee will have 7 calendar days in which to revoke Employee's acceptance after signing this Agreement. This right to revoke does not include a right to revoke Employee's resignation. Employee's resignation is irrevocable. To revoke, Employee must deliver written notice of revocation to Company's Human Resources Department care of Denise Stump, 14111 Scottslawn Rd., Marysville, Ohio 43041. This Agreement will not be effective or enforceable unless it is signed in accordance with Paragraph 21 and is not revoked before the revocation period has expired. The Effective Date is the day after the last day of the revocation period following Employee's execution of this Agreement.

8. Non-disparagement. Employee agrees that Employee will not make any statement to any third party that Employee could reasonably foresee would cause harm to the personal or professional reputation of the Released Parties. The Company warrants and agrees that it will instruct its CEO, Senior Executive Staff, and Human Resource Executives not make any statement to any third party that he/she could reasonably foresee would cause harm to the personal or professional reputation of Employee. If asked about the reason for Employee's departure, both parties agree that its/his response will be limited to one or more of the following: (a) Employee has resigned; (b) Employee and the Company have reached a mutual agreement for Employee's resignation; (c) Employee has made a decision to explore other opportunities; (d) Employee intends to relocate to his former home state of Florida; and/or (e) Employee's departure was not related to any disagreement relating to the Company's operations, policies, practices or financial reporting."
9. No Admission of Liability. Neither this Agreement, nor any term contained herein, may be construed as, or may be used as, an admission on the part of either party of any fault, wrongdoing, or liability whatsoever.
10. Survivorship. Should Employee die or become totally disabled following the Termination Date but before the payments due Employee under Paragraph 1 above have been made, any remaining payments shall be made to Employee (or Employee's designated beneficiaries or heirs as applicable).
11. Return of Property. Employee agrees to return all Company property remaining in Employee's possession or control, including without limitation any and all equipment, documents, credit cards, hardware, software, source code, data, keys or access cards, files, or records on or before the Termination Date, except that Employee will be permitted to retain the following items for purposes of performing the Transition Services as described in Paragraph 1(E): Company-issued iphone. Such item will be returned to the Company by no later than September 30, 2013.
12. Confidentiality. Except as required by applicable law, this Agreement is and shall remain confidential. Employee agrees not to, at any time, disclose the terms of this Agreement, in whole or in part, including the existence and amount of the Severance Benefits, to any individual or entity without the prior written consent of Company or unless required by law. Employee may, however, disclose the terms of this Agreement to Employee's attorney, tax advisor, and immediate family, provided that any such persons agree in advance to be bound by this confidentiality provision. Employee further acknowledges and agrees that any confidentiality, nondisclosure, noncompetition, and nonsolicitation obligations to Company under any prior agreement, are not being released hereby and will specifically survive the termination of Employee's employment and this Agreement. Employee expressly agrees to keep and maintain Company confidential information confidential, and not to use or disclose such information, directly or indirectly, without the prior written consent of Company or unless required by law. Employee agrees that the provisions of this paragraph are material terms of this Agreement.
13. Cooperation with Litigation. Employee will cooperate fully with Company in its defense of any lawsuit filed over matters that occurred during the tenure of Employee's employment with Company, and Employee agrees to provide full and accurate information with respect to same. Further, Employee agrees to make himself reasonably available by telephone or e-mail for periodic questions as needed throughout the Severance Period, at times and places that are mutually agreeable to the parties. Employee further agrees not to assist any party in maintaining any lawsuit against any of the Released Parties, and will not provide any information to anyone concerning any of the Released Parties, unless compelled to do so by valid subpoena or other court order, and in such case only after first notifying Company sufficiently in advance of

such subpoena or court order to reasonably allow Company an opportunity to object to same. Employee agrees to notify the Company through the Director of Litigation, David Faure, at 14111 Scottslawn Road, Marysville, Ohio 43041. The Company will promptly reimburse Employee for any out of pocket expenses associated with such cooperation, with advanced approval of the Company and upon receipt of appropriate documentation of same.

14. Cooperation with Governmental Investigations. Employee will cooperate fully with Company in any investigation, audit, or inquiry conducted by or on behalf of any federal, state, or local governmental agencies regarding the Company, including, but not limited to, providing truthful information to the Company and making herself/himself available to the Company upon reasonable notice for purposes of being interviewed or otherwise providing assistance to the Company. Employee further agrees to notify the Company through the Director of Litigation, David Faure, at 14111 Scottslawn Road, Marysville, Ohio 43041 should he/she be contacted by a governmental agency regarding a governmental investigation, audit or inquiry regarding the Company. The Company will promptly reimburse Employee for any out of pocket expenses associated with such cooperation, with advanced approval of the Company and upon receipt of appropriate documentation of same.
15. Choice of Law and Breach. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Ohio. The prevailing party in any action for breach of this agreement shall be entitled to all actual damages proved, plus pre-judgment interest on said amounts at the then-prevailing federal prime rate plus 4%, and the reasonable attorney's fees and costs incurred in the action.
16. Execution in Parts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement.
17. No Waiver of Terms and Time is of the Essence. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under this Agreement. The parties agree that time is of the essence with respect to all material provisions of this agreement.
18. Modifications. No modification or amendment of this Agreement shall be effective unless the same is in a writing duly executed by all the parties hereto.
19. Assignment. Company may assign, in whole or in part, its rights and obligations under this Agreement, and the rights of Company hereunder shall inure to the benefit of, and the obligations of Company hereunder shall be binding upon, its successors and assigns. Employee's rights and obligations hereunder may not be assigned.
20. Entire Agreement. This Agreement sets forth the entire Agreement between Company and Employee and supersedes and replaces any and all prior or contemporaneous representations or agreements, whether oral or written, relating to the subject matter hereof.
21. Method of Acceptance. To accept, Employee must sign the Agreement and not revoke. Once Employee has accepted the Agreement, Employee shall deliver a signed and dated copy hereof to Denise Stump in Company's Human Resources Department, 14111 Scottslawn Road, Marysville, Ohio 43041. This Agreement cannot be accepted until after the Termination Date and will not be effective if signed by Employee prior to the Termination Date. Employee has 60 days following the Termination Date to accept this Agreement. Employee's failure to deliver Agreement in a timely manner or Employee's revocation of the Agreement as provided in Paragraph 7 will excuse Company from timely payment.

In witness whereof, each of the undersigned, having received all the advice deemed necessary, and having carefully read and understood this agreement, does hereby sign and accept this Agreement as of the date set forth below.

Date: July 10, 2013

By: /s/ Vincent C. Brockman

Vincent C. Brockman

THE SCOTTS COMPANY LLC

Date: July 10, 2013

By: /s/ Denise Stump

Denise Stump

Executive Vice President, Global HR

7

Initials

The Scotts Miracle-Gro Company NEWS

ScottsMiracle-Gro Names Ivan Smith General Counsel and Corporate Secretary; Announces Resignation of Vincent Brockman

MARYSVILLE, Ohio (July 11, 2013) - The Scotts Miracle-Gro Company (NYSE:SMG), the global leader in the consumer lawn and garden industry, today announced that it has named Ivan Smith executive vice president, general counsel and corporate secretary. The 10-year veteran of the Company replaces former executive vice president Vincent Brockman, who resigned to pursue other interests.

“Ivan possesses tremendous legal knowledge and experience and has been a strong leader throughout his career,” said Jim Hagedorn, chairman and chief executive officer. “His sound judgment and business acumen will serve ScottsMiracle-Gro well in the years to come.”

In his new position, Smith has overall leadership responsibility for the Company's global legal function and activities. Since 2009, he has served as assistant general counsel and vice president. In this role, Smith provided counsel for the Company's Global Consumer segment. Smith joined ScottsMiracle-Gro in 2003 as associate general counsel and director of litigation.

“Ivan is highly regarded by our operators for his extensive knowledge of the business,” said Barry Sanders, president and chief operating officer. “They rely on his counsel on all aspects of operations, including major transactions, partnerships and sales and marketing activities.”

Prior to joining the Company, Smith was a litigator with the international law firm Jones Day. He received a bachelor's degree from Miami University and received his Juris Doctorate degree from The Ohio State University. He lives in Westerville with his wife and two children.

“Since joining us in 2002, Vince has provided valuable counsel and direction of our legal and compliance efforts,” said Hagedorn. “I thank him for the contributions he provided to ScottsMiracle-Gro and our shareholders during his years of outstanding service, and I wish him and his family well.”

About ScottsMiracle-Gro

With more than \$2.8 billion in worldwide sales, The Scotts Miracle-Gro Company, through its wholly-owned subsidiary, The Scotts Company LLC, is the world's largest marketer of branded consumer products for lawn and garden care. The Company's brands are the most recognized in the industry. In the U.S., the Company's Scotts®, Miracle-Gro® and Ortho® brands are market-leading in their categories, as is the consumer Roundup® brand, which is marketed in North America and most of Europe exclusively by Scotts and owned by Monsanto. In the U.S., we operate Scotts LawnService®, the second largest residential lawn care service business. In Europe, the Company's brands include Weedol®, Pathclear®, Evergreen®, Levington®, Miracle-Gro®, KB®, Fertiligène® and Substral®. For additional information, visit us at www.scotts.com.

Contact:

Jim King

Senior Vice President

Chief Communications Officer

937-578-5622

Cautionary Note Regarding Forward-Looking Statements

Statements contained in this press release, other than statements of historical fact, which address activities, events and developments that the Company expects or anticipates will or may occur in the future, including, but not limited to, information regarding the future economic performance and financial condition of the Company, the plans and objectives of the Company's management, and the Company's assumptions regarding such performance and plans are "forward-looking statements" within the meaning of the U.S. federal securities laws that are subject to risks and uncertainties. These forward-looking statements generally can be identified as statements that include phrases such as "guidance," "outlook," "projected," "believe," "target," "predict," "estimate," "forecast," "strategy," "may," "goal," "expect," "anticipate," "intend," "plan," "foresee," "likely," "will," "should" or other similar words or phrases. Actual results could differ materially from the forward-looking information in this release due to a variety of factors, including, but not limited to:

- Compliance with environmental and other public health regulations could increase the Company's costs of doing business or limit the Company's ability to market all of its products;
- Increases in the prices of raw materials and fuel costs could adversely affect the Company's results of operations;
- The highly competitive nature of the Company's markets could adversely affect its ability to maintain or grow revenues;
- Because of the concentration of the Company's sales to a small number of retail customers, the loss of one or more of, or significant reduction in orders from, its top customers could adversely affect the Company's financial results;
- Adverse weather conditions could adversely impact financial results;
- The Company's international operations make the Company susceptible to fluctuations in currency exchange rates and to other costs and risks associated with international regulation;
- The Company may not be able to adequately protect its intellectual property and other proprietary rights that are material to the Company's business;
- The Company depends on key personnel and may not be able to retain those employees or recruit additional qualified personnel;
- If Monsanto Company were to terminate the Marketing Agreement for consumer Roundup products, the Company would lose a substantial source of future earnings and overhead expense absorption;
- Hagedorn Partnership, L.P. beneficially owns approximately 30% of the Company's common shares and can significantly influence decisions that require the approval of shareholders;
- The Company may pursue acquisitions, dispositions, investments, dividends, share repurchases and/or other corporate transactions that it believes will maximize equity returns of its shareholders but may involve risks.

Additional detailed information concerning a number of the important factors that could cause actual results to differ materially from the forward-looking information contained in this release is readily available in the Company's publicly filed quarterly, annual and other reports. The Company disclaims any obligation to update developments of these risk factors or to announce publicly any revision to any of the forward-looking statements contained in this release, or to make corrections to reflect future events or developments.