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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): August 23, 2022 (August 19, 2022)**

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**The Scotts Miracle-Gro Company**

(Exact name of registrant as specified in its charter)

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<b>Ohio</b> (State or other jurisdiction of incorporation or organization)	<b>001-11593</b> (Commission File Number)	<b>31-1414921</b> (IRS Employer Identification No.)
<b>14111 Scottslawn Road</b> (Address of principal executive offices)	<b>Marysville Ohio</b>	<b>43041</b> (Zip Code)

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

**Not applicable**

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

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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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, \$0.01 stated value	SMG	NYSE

Indicate by check mark whether the registrant is an emerging growth company 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 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.

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

On August 19, 2022, The Scotts Company LLC (“Scotts LLC”), a wholly-owned subsidiary of The Scotts Miracle-Gro Company (“Scotts Miracle-Gro”), entered into Amendment No. 4 to the Master Repurchase Agreement (the “Repurchase Amendment”) and Amendment No. 6 to Master Framework Agreement (the “Framework Amendment,” and together with the Repurchase Amendment, the “Amendments”), 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 Amendments, together with the Master Repurchase Agreement and Master Framework Agreement (each, as previously amended) and in each case, as originally entered into on April 7, 2017, by and among Scotts LLC, Coöperatieve Rabobank, U.A. (New York Branch), as a purchaser and agent of the purchasers, and Sumitomo Mitsui Banking Corporation (New York Branch), as a purchaser, 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. The eligible amount of customer accounts receivables which may be sold is up to \$400 million and the commitment amount during the seasonal commitment period is up to \$160 million (such amount, the “Seasonal Committed Amount”). Among other things, the Amendments (i) extend the expiration date of the Receivables Facility from August 19, 2022 to August 18, 2023, (ii) define the seasonal commitment period of the Receivables Facility as beginning on February 24, 2023 and ending on June 16, 2023 (such period, the “Seasonal Commitment Period”), and (iii) revises the repurchase price for customer accounts receivable sold (1) during the Seasonal Commitment Period (a) in amounts up to the Seasonal Committed Amount, to the sum of the daily simple secured overnight financing rate (“Daily Simple SOFR”) (with a floor of zero) *plus* 1.075% (from the sum of Daily Simple SOFR (with a floor of zero) *plus* 0.90%) and (b) in amounts in excess of the Seasonal Committed Amount, to the sum of Daily Simple SOFR *plus* 1.075% and (2) during any period other than the Seasonal Commitment Period, the sum of Daily Simple SOFR (with a floor of zero) *plus* 1.075%. 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 Repurchase Amendment and the Framework Amendment, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively 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:**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment No. 4 to Master Repurchase Agreement with Coöperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 19, 2022</u></a>
10.2	<a href="#"><u>Amendment No. 6 to Master Framework Agreement with Coöperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 19, 2022</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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 23, 2022

By: /s/ IVAN C. SMITH

Printed Name: Ivan C. Smith

Title: Executive Vice President, General Counsel, Corporate Secretary  
and Chief Compliance Officer

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## INDEX TO EXHIBITS

Current Report on Form 8-K  
Dated August 23, 2022  
The Scotts Miracle-Gro Company

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
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10.2	<a href="#"><u>Amendment No. 6 to Master Framework Agreement with Coöperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 19, 2022</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**AMENDMENT NO. 4 TO MASTER REPURCHASE AGREEMENT**

This AMENDMENT NO. 4 TO MASTER REPURCHASE AGREEMENT (this “*Amendment*”), is made and entered into as of August 19, 2022, by and among:

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*”);

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

solely for purposes of Section 5.3 hereof, the Scotts Miracle-Gro Company, an Ohio corporation, as guarantor (“*Guarantor*”),

and amends that certain 1996 SIFMA Master Repurchase Agreement, dated as of April 7, 2017, between Seller and Buyers, as supplemented by Annex I (as amended by that certain Amendment No. 1 to Master Repurchase Agreement, dated as of August 24, 2018, that certain Amendment No. 2 to Master Repurchase Agreement, dated as of August 21, 2020, and that certain Amendment No. 3 to Master Repurchase Agreement, dated as of August 20, 2021, the “*Master Repurchase Agreement*” and as amended hereby, the “*Amended Master Repurchase Agreement*”). Each of 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 Master Repurchase Agreement for the purpose of Seller transferring to the Buyers certain securities or other assets against the transfer of funds by the Buyers, with a simultaneous agreement by the Buyers to transfer to Seller such securities or other assets at a date certain or on demand, against the transfer of funds by Seller;

WHEREAS, the Parties and Rabobank, as Buyers’ agent (in such capacity, “*Agent*”), entered into that certain Master Framework Agreement, dated as of April 7, 2017, (as amended, supplemented or otherwise modified from time to time, the “*Framework Agreement*”);

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 amend certain provisions of the Master Repurchase Agreement as hereinafter stated.

**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 5.3 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 Master Repurchase Agreement or the Framework Agreement (including Schedule 1 thereto), as applicable.

## **2. Amendment.**

The Master Repurchase Agreement is hereby amended, effective from and after the Effective Date, as follows:

- 2.1 Exhibit A to Annex I to the Master Repurchase Agreement is amended and restated in the form of Annex A attached hereto.
- 2.2 Exhibit B to Annex I to the Master Repurchase Agreement is amended and restated in the form of Annex B attached hereto.
- 2.3 Exhibit C to Annex I to the Master Repurchase Agreement is amended and restated in the form of Annex C attached hereto.

## **3. Conditions to Effectiveness.**

This Amendment shall be effective as of the date first above written (the “*Effective Date*”) upon the Agent’s receipt of counterparts to this Amendment executed by each of the other parties hereto.

## **4. Representations, Warranties and Undertakings.**

4.1 Seller. In entering into this Amendment, Seller hereby makes or repeats (as applicable) to Agent and each Buyer as of the Effective 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 Master Repurchase 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 Master Repurchase Agreement and each of the other Transaction Agreements to which it is a party.

## **5. Miscellaneous.**

5.1 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 5.1.

5.2 Ratification. Except as amended hereby each of the other Transaction Agreements remains in full force and effect. The Parties hereby acknowledge and agree that, effective from and after the Effective Date, all references to the Master Repurchase Agreement, including Annex I thereto, in any other Transaction Agreement shall be deemed to be references to the Amended Master Repurchase Agreement, and any amendment in this Amendment of a defined term in the Master Repurchase Agreement, including Annex I thereto, shall apply to terms in any other Transaction Agreement which are defined by reference to the Master Repurchase Agreement or Annex I thereto.

5.3 Guarantor Acknowledgment and Consent. Guarantor hereby acknowledges the Parties’ entry into this Amendment and consents to the terms and conditions hereof, 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 Master Repurchase Agreement, including Annex I thereto, shall apply to terms in the Guaranty which are defined by reference to the Master Repurchase Agreement or Annex I thereto.

**5.4 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.**

5.5 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.

5.6 Transaction Agreement. This Amendment shall be a Transaction Agreement, as set forth in Section 2.1 of the Framework Agreement, for all purposes.

[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/ JINYANG WANG

Name: Jinyang Wang

Title: Executive Director

By: /s/ EDUARD TROMMELEN

Name: Eduard Trommelen

Title: Vice President

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 4 to Master Repurchase Agreement]



**Buyer:**

Sumitomo Mitsui Banking Corporation,  
New York Branch

By: /s/ YOSHITERU SHIBATA

Name: Yoshiteru Shibata

Title: Executive Director, Global Trade Finance Dept.

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 4 to Master Repurchase Agreement]

**Seller:**

The Scotts Company LLC

By: /s/ JEFFREY R. LEUENBERGER

Name: Jeffrey R. Leuenberger

Title: Vice President and Treasurer

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 4 to Master Repurchase Agreement]

Solely for purposes of Section 5.3 hereof:

**Guarantor:**

The Scotts Miracle-Gro Company

By: /s/ JEFFREY R. LEUENBERGER

Name: Jeffrey R. Leuenberger

Title: Vice President and Corporate Treasurer

[Signature Page to Amendment No. 4 to Master Repurchase Agreement]

**AMENDMENT NO. 6 TO MASTER FRAMEWORK AGREEMENT**

This AMENDMENT NO. 6 TO MASTER FRAMEWORK AGREEMENT (this “*Amendment*”), is made and entered into as of August 19, 2022, by and among:

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 5.5 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 (as amended by that certain Amendment No. 1 to Master Framework Agreement, dated as of August 25, 2017, by that certain Amendment No. 2 to Master Framework Agreement, dated as of August 24, 2018, by that certain Amendment No. 3 to Master Framework Agreement, dated as of August 23, 2019, by that certain Amendment No. 4 to Master Framework Agreement, dated as of August 21, 2020, by that certain Amendment No. 5 to Master Framework Agreement, dated as of August 20, 2021, and as further amended, supplemented or otherwise modified through the date hereof, 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 5.5 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 (including the Schedules and Exhibits thereto) is hereby amended, effective from and after the Effective Date (defined below), as follows:

2.1 The definition of “Fee Letter” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 20, 2021” appearing therein and replacing it with “August 19, 2022”.

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 19, 2022” appearing therein and replacing it with “August 18, 2023”.

2.3 The definition of “Seasonal Commitment Period” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “February 25, 2022” appearing therein and replacing it with “February 24, 2023”.

2.4 The definition of “Seasonal Commitment Expiration Date” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “June 17, 2022” appearing therein and replacing it with “June 16, 2023”.

2.5 The definition of “Side Letter” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 20, 2021” appearing therein and replacing it with “August 19, 2022”.

2.6 Exhibit A to the Framework Agreement is hereby replaced in its entirety with Annex A attached hereto.

## 3. Conditions to Effectiveness.

This Amendment shall be effective as of the date first above written (the “*Effective Date*”) upon the Agent’s receipt of counterparts to this Amendment executed by each of the other parties hereto.

## 4. Representations, Warranties and Undertakings.

4.1 Seller. In entering into this Amendment, Seller hereby makes or repeats (as applicable) to Agent and each Buyer as of the Effective 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.

## 5. Miscellaneous.

5.1 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 5.1.

5.2 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 date hereof (the “*Replacement Fee Letter*”), which shall

constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the Fee Letter Agreement entered into among the Parties on August 20, 2021 (the “**Prior Fee Letter**”). The Parties further acknowledge and agree that, effective from and after the date hereof, the Prior 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.

5.3 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 date hereof (the “**Replacement Side Letter**”), which shall constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the Side Letter Agreement entered into between Seller and Agent on August 20, 2021 (the “**Prior Side Letter**”). The Parties further acknowledge and agree that, effective from and after the date hereof, the Prior Side Letter shall be terminated and have no further force or effect, and as reflected in Section 2.5 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.

5.4 Ratification. Except as amended hereby or as otherwise specified in Sections 5.2 and 5.3 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 Effective 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.

5.5 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.

**5.6 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.**

5.7 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.

5.8 Transaction Agreement. This Amendment shall be a Transaction Agreement, as set forth in Section 2.1 of the Framework Agreement, for all purposes.

[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/ JINYANG WANG

Name: Jinyang Wang

Title: Executive Director

By: /s/ EDUARD TROMMELEN

Name: Eduard Trommelen

Title: Vice President

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 6 to Master Framework Agreement]

**Buyer:**

Sumitomo Mitsui Banking Corporation,  
New York Branch

By: /s/ YOSHITERU SHIBATA

Name: Yoshiteru Shibata

Title: Executive Director, Global Trade Finance Dept.

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 6 to Master Framework Agreement]



**Seller:**

The Scotts Company LLC

By: /s/ JEFFREY R. LEUENBERGER

Name: Jeffrey R. Leuenberger

Title: Vice President and Treasurer

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 6 to Master Framework Agreement]

Solely for purposes of Section 5.5 hereof:

**Guarantor:**

The Scotts Miracle-Gro Company

By: /s/ JEFFREY R. LEUENBERGER

Name: Jeffrey R. Leuenberger

Title: Vice President and Corporate Treasurer

[Signature Page to Amendment No. 6 to Master Framework Agreement]