
**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): September 4, 2024 (September 1, 2024)

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 (Address of principal executive offices)	Marysville	Ohio
		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))

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.

Item 1.01. Entry into a Material Definitive Agreement.

On September 1, 2024, The Scotts Miracle-Gro Company, in its capacity as seller representative (the “**Company**”), entered into that certain (i) Facility Extension Request Letter (the “**Extension**”) and (ii) First Amendment to Master Receivables Purchase Agreement (the “**Amendment**”), by and among the Company and JPMorgan Chase Bank, N.A. (the “**Purchaser**”) to amend that certain Master Receivables Purchase Agreement (the “**Master Receivables Purchase Agreement**”), dated as of October 27, 2023, by and among The Scotts Company LLC, in its capacity as seller and servicer (the “**Seller**”), the other subsidiaries of the Company that from time to time become party thereto as a seller and servicer (the “**Additional Sellers**”) and together with the Seller, the “**Sellers**”), the Purchaser, and, for the limited purpose of a performance undertaking and as “**Seller Representative**” (as defined in the Master Receivables Purchase Agreement), the Company by (i) increasing the “**Program Limit**” (as defined in the Master Receivables Purchase Agreement) from \$600 million to \$750 million, (ii) adding a new “**Account Debtor**” (as defined in the Master Receivables Purchase Agreement) to the Receivables Facility (as defined below) and (iii) extending the “**Purchase Termination Date**” (as defined in the Master Receivables Purchase Agreement) of October 25, 2024 to a new Purchase Termination Date of September 1, 2025, as provided for and permitted under the Master Receivables Purchase Agreement.

Under the Master Receivables Purchase Agreement, as amended by the Extension and the Amendment, the Sellers may sell, and the Purchaser may purchase on an uncommitted and weekly basis, up to \$750 million of a portfolio of available and eligible outstanding customer accounts receivable (as so amended, the “**Receivables Facility**”). The eligible accounts receivable to be sold under the Receivables Facility consist of up to \$750 million in accounts receivable generated by sales to five specified customers of the Company. The Seller, as the servicer under the Receivables Facility (the “**Servicer**”), will continue to service the account receivables sold to the Purchaser for a servicer fee of 20 basis points. The Receivables Facility, after giving effect to the Extension and the Amendment, is an uncommitted facility with a term that expires on September 1, 2025, unless earlier terminated by the Purchaser.

The Receivables Facility and the Master Receivables Purchase Agreement continue to contain customary representations and warranties and covenants for facilities of this nature, including as to the eligibility of the account receivables being sold, and continue to contain customary repurchase events and indemnification provisions for facilities of this nature.

The Receivables Facility continues to be non-recourse to the Sellers and the Company, other than with respect to customary, limited recourse to the Sellers in the form of (i) repurchase obligations and indemnification obligations for any violations by the Sellers or the Servicer of their respective representations or obligations as seller or servicer under the Master Receivables Purchase Agreement and (ii) certain repurchase or payment obligations arising from any dilution of, or dispute with respect to, any purchased receivables that arise after the sale of such purchased receivables to the Purchaser and not contemplated in the applicable purchase price of such purchased receivable (clauses (i) and (ii) together referred to herein as the “**Recourse Obligations**”).

The Recourse Obligations of the Sellers and the Servicer that may arise from time to time continue to be supported by standby letters of credit of \$75 million issued pursuant to the Company’s senior secured revolving facility. The Recourse Obligations and other obligations of the Sellers and the Servicer under the Receivables Facility continue to be guaranteed by the Company under a Performance Undertaking (the “**Performance Undertaking**”), dated as of October 27, 2023, made by the Company in favor of the Purchaser.

The Company continues to expect to use the proceeds from receivables sales under the Receivables Facility for general corporate purposes.

The foregoing summary of the material terms of the Extension and the Amendment are qualified in their entirety by reference to the (i) Facility Extension Request Letter and (ii) First Amendment to Master Receivables Purchase Agreement, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form-8-K. The description of the material terms of the Master Receivables Purchase Agreement and the Performance Undertaking is qualified in its entirety by the full text of such agreements, copies of which are attached as Exhibits 10.1 and 10.2 to the Form 8-K filed with the SEC on November 1, 2023.

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:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Facility Extension Request Letter, dated September 1, 2024, from The Scotts Miracle-Gro Company to JPMorgan Chase Bank, N.A.
10.2	First Amendment to Master Receivables Purchase Agreement, dated September 1, 2024, by and between The Scotts Miracle-Gro Company to JPMorgan Chase Bank, N.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: September 4, 2024

By: /s/ DIMITER TODOROV

Printed Name: Dimiter Todorov

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

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated September 4, 2024
The Scotts Miracle-Gro Company

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Facility Extension Request
September 1, 2024

JPMorgan Chase Bank, N.A., as Purchaser
Attention: Jason Benson
575 Washington Blvd,
Jersey City, NJ 07310

Reference is hereby made to that certain Master Receivables Purchase Agreement, dated as October 27, 2023, by and among, *inter alios*, The Scotts Company LLC (the “Seller”) and JPMorgan Chase Bank, N.A. (the “Purchaser”) (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Pursuant to Section 1(b)(ii) of the Agreement, The Scotts Miracle-Gro Company hereby irrevocably requests that the Purchaser extend the current Last Purchase Date to September 1, 2025 (the “New Purchase Termination Date”).

The Scotts Miracle-Gro Company for itself and on behalf of the other Sellers hereby (a) represents and warrants to the Purchaser that: (i) the representations and warranties as Sellers and as Servicers in the Agreement are true and correct in all material respects on and as of the date hereof (except that any such representation and warranty made as of an earlier date, shall be true and correct in all material respects as of such earlier date); and (ii) no default under the Agreement has occurred or is continuing or would occur as a result of this Facility Extension Request, and (b) affirms its understanding that the Uncommitted Facility is not a commitment and does not in any way obligate the Purchaser to purchase any Offered Receivables under the Agreement.

The Scotts Miracle-Gro Company

By: /s/ MARK J. SCHEIWER
Name: Mark J. Scheiwer
Title: VP, Treasurer

The Purchaser hereby consents to this Facility Extension Request, and effective as of the current Purchase Termination Date, the current Purchase Termination Date shall be amended to be the New Purchase Termination Date.

JPMorgan Chase Bank, N.A., as Purchaser

By: /s/ JASON BENSON
Name: Jason Benson
Title: Executive Director

**FIRST AMENDMENT TO
MASTER RECEIVABLES PURCHASE AGREEMENT**

This First Amendment dated as of September 1, 2024 (the “Amendment”) is to that certain Master Receivables Purchase Agreement dated as of October 27, 2023, among The Scotts Miracle-Gro Company, as the Seller Representative and JPMorgan Chase Bank, N.A., as Purchaser (as amended, extended, modified, supplemented, restated, renewed and/or replaced, the “RPA”). Unless otherwise defined herein, capitalized terms shall have the meanings assigned to them in the RPA.

NOW, THEREFORE, for mutual consideration, the receipt of which is hereby acknowledged by the parties, the Purchaser and Seller Representative hereby agree to amend the RPA as follows:

1. Schedule I (Account Debtor Information) of the RPA is hereby deleted in its entirety and replaced with a new Schedule I in the form of Exhibit A attached to this Amendment.

2. In Annex A (Definitions and Principles of Interpretation) of the RPA, the definition of “Program Limit” is hereby deleted in its entirety and replaced with the following: “Program Limit” means \$750,000,000.”

3. Except as specifically amended by this Amendment, the provisions of the RPA remain in full force and effect, including without limitation, the uncommitted nature of the receivables purchase facility documented under the RPA.

4. This Amendment shall become effective only after it is fully executed and delivered by the Seller Representative and the Purchaser and shall be governed by, and construed in accordance with, the laws of the State of New York. This Amendment may be executed in counterparts, each of which shall be considered an original, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year as indicated above.

THE SCOTTS MIRACLE-GRO COMPANY, as Seller
Representative

By: /s/ MARK J. SCHEIWER
Name: Mark J. Scheiwer
Title: VP, Treasurer

JPMORGAN CHASE BANK, N.A., as Purchaser

By: /s/ JASON BENSON
Name: Jason Benson
Title: Executive Director

Exhibit A to First Amendment to Master Receivables Purchase Agreement

Schedule I

Account Debtor Information

Account Debtor	Account Debtor Credit Limit (USD)	Buffer Days
XXX	XXX	XXX
XXX	XXX	XXX
XXX	XXX	XXX
XXX	XXX	XXX
XXX	XXX	XXX