

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

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 29, 2012

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

commission file number: 001-11593

**The Scotts Miracle-Gro Company**

(Exact name of registrant as specified in its charter)

**OHIO**

(State or other jurisdiction of  
incorporation or organization)

**14111 SCOTTSLAWN ROAD,  
MARYSVILLE, OHIO**

(Address of principal executive offices)

**31-1414921**

(I.R.S. Employer  
Identification No.)

**43041**

(Zip Code)

**(937) 644-0011**

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Outstanding at February 4, 2013
Common Shares, \$0.01 stated value, no par value	61,620,780 common shares

THE SCOTTS MIRACLE-GRO COMPANY  
INDEX

	<u>PAGE NO.</u>
<u>PART I. FINANCIAL INFORMATION:</u>	
<u>Item 1.</u> <u>Financial Statements</u>	
<u>Condensed Consolidated Statements of Operations — Three months ended December 29, 2012 and December 31, 2011</u>	<u>3</u>
<u>Condensed Consolidated Statements of Comprehensive Loss — Three months ended December 29, 2012 and December 31, 2011</u>	<u>4</u>
<u>Condensed Consolidated Statements of Cash Flows — Three months ended December 29, 2012 and December 31, 2011</u>	<u>5</u>
<u>Condensed Consolidated Balance Sheets — December 29, 2012, December 31, 2011 and September 30, 2012</u>	<u>6</u>
<u>Notes to Condensed Consolidated Financial Statements</u>	<u>7</u>
<u>Item 2.</u> <u>Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>30</u>
<u>Item 3.</u> <u>Quantitative and Qualitative Disclosures about Market Risk</u>	<u>38</u>
<u>Item 4.</u> <u>Controls and Procedures</u>	<u>38</u>
 <u>PART II. OTHER INFORMATION:</u>	
<u>Item 1.</u> <u>Legal Proceedings</u>	<u>38</u>
<u>Item 1A.</u> <u>Risk Factors</u>	<u>38</u>
<u>Item 2.</u> <u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>39</u>
<u>Item 5.</u> <u>Other Information</u>	<u>40</u>
<u>Item 6.</u> <u>Exhibits</u>	<u>40</u>
<u>Signatures</u>	<u>41</u>
<u>Index to Exhibits</u>	<u>42</u>

## PART I—FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

## THE SCOTTS MIRACLE-GRO COMPANY

**Condensed Consolidated Statements of Operations**  
(In millions, except per common share data)  
(Unaudited)

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
Net sales	\$ 205.8	\$ 199.6
Cost of sales	174.7	174.0
Gross profit	31.1	25.6
Operating expenses:		
Selling, general and administrative	124.5	122.5
Impairment, restructuring and other	(0.4)	2.4
Product registration and recall matters	—	0.3
Other income, net	(1.1)	(0.6)
Loss from operations	(91.9)	(99.0)
Interest expense	13.2	15.3
Loss from continuing operations before income taxes	(105.1)	(114.3)
Income tax benefit from continuing operations	(36.8)	(41.2)
Loss from continuing operations	(68.3)	(73.1)
Income (loss) from discontinued operations, net of tax	0.6	(0.8)
Net loss	\$ (67.7)	\$ (73.9)
Basic income (loss) per common share:		
Loss from continuing operations	\$ (1.11)	\$ (1.20)
Income (loss) from discontinued operations	0.01	(0.01)
Basic loss per common share	\$ (1.10)	\$ (1.21)
Weighted-average common shares outstanding during the period	61.4	60.9
Diluted income (loss) per common share:		
Loss from continuing operations	\$ (1.11)	\$ (1.20)
Income (loss) from discontinued operations	0.01	(0.01)
Diluted loss per common share	\$ (1.10)	\$ (1.21)
Weighted-average common shares outstanding during the period plus dilutive potential common shares	61.4	60.9
Dividends declared per common share	\$ 0.33	\$ 0.30

See notes to condensed consolidated financial statements.

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidated Statements of Comprehensive Loss**  
(In millions)  
(Unaudited)

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
Net loss	\$ (67.7)	\$ (73.9)
Other comprehensive income (loss), net of tax:		
Net foreign currency translation adjustment	(3.7)	(3.5)
Net loss on derivatives	(0.8)	(0.6)
Net change in pension and other post retirement benefits	1.2	1.9
Total other comprehensive loss	(3.3)	(2.2)
Comprehensive loss	<u>\$ (71.0)</u>	<u>\$ (76.1)</u>

See notes to condensed consolidated financial statements.

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidated Statements of Cash Flows**  
(In millions)  
(Unaudited)

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
<b>OPERATING ACTIVITIES</b>		
Net loss	\$ (67.7)	\$ (73.9)
Adjustments to reconcile net loss to net cash used in operating activities:		
Impairment, restructuring and other	4.6	—
Share-based compensation expense	1.9	1.6
Depreciation	13.6	12.9
Amortization	2.7	2.7
Loss on sale of long-lived assets	—	0.1
Changes in assets and liabilities, net of acquired businesses:		
Accounts receivable	163.6	141.8
Inventories	(231.8)	(269.2)
Prepaid and other assets	(2.3)	—
Accounts payable	48.2	76.4
Other current liabilities	(92.2)	(90.4)
Restructuring reserves	(3.1)	(3.0)
Other non-current items	(3.7)	(0.7)
Other, net	(2.4)	0.6
Net cash used in operating activities	<u>(168.6)</u>	<u>(201.1)</u>
<b>INVESTING ACTIVITIES</b>		
Proceeds from sale of long-lived assets	0.1	—
Investments in property, plant and equipment	(25.0)	(16.4)
Investment in acquired business, net of cash acquired	(3.2)	—
Net cash used in investing activities	<u>(28.1)</u>	<u>(16.4)</u>
<b>FINANCING ACTIVITIES</b>		
Borrowings under revolving and bank lines of credit	463.8	447.0
Repayments under revolving and bank lines of credit	(264.2)	(205.7)
Dividends paid	(19.9)	(18.9)
Purchase of common shares	—	(17.5)
Excess tax benefits from share-based payment arrangements	0.4	3.8
Cash received from the exercise of stock options	0.7	5.6
Net cash provided by financing activities	<u>180.8</u>	<u>214.3</u>
Effect of exchange rate changes on cash	(0.4)	0.1
Net decrease in cash and cash equivalents	(16.3)	(3.1)
Cash and cash equivalents, beginning of period	131.9	130.9
Cash and cash equivalents, end of period	<u>\$ 115.6</u>	<u>\$ 127.8</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION</b>		
Interest paid	\$ (11.4)	\$ (13.0)
Income taxes paid	(2.8)	(10.0)

See notes to condensed consolidated financial statements.

**THE SCOTTS MIRACLE-GRO COMPANY**

**Condensed Consolidated Balance Sheets  
(In millions, except stated value per share)**

	DECEMBER 29, 2012	DECEMBER 31, 2011	SEPTEMBER 30, 2012
	(UNAUDITED)	(UNAUDITED)	
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 115.6	\$ 127.8	\$ 131.9
Accounts receivable, less allowances of \$8.7, \$12.4 and \$10.5, respectively	168.4	166.5	330.9
Accounts receivable pledged	—	14.3	—
Inventories	646.7	654.8	414.9
Prepaid and other current assets	126.2	148.8	122.3
Total current assets	<u>1,056.9</u>	<u>1,112.2</u>	<u>1,000.0</u>
Property, plant and equipment, net of accumulated depreciation of \$556.4, \$520.1 and \$542.6, respectively	424.0	391.4	427.4
Goodwill	314.4	309.1	309.4
Intangible assets, net	303.3	316.2	307.1
Other assets	29.5	35.4	30.5
Total assets	<u>\$ 2,128.1</u>	<u>\$ 2,164.3</u>	<u>\$ 2,074.4</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>			
Current liabilities:			
Current portion of debt	\$ 4.3	\$ 8.1	\$ 1.5
Accounts payable	185.5	220.4	152.3
Other current liabilities	186.6	220.6	279.8
Total current liabilities	<u>376.4</u>	<u>449.1</u>	<u>433.6</u>
Long-term debt	981.9	1,026.1	781.1
Other liabilities	256.0	224.9	257.8
Total liabilities	<u>1,614.3</u>	<u>1,700.1</u>	<u>1,472.5</u>
Commitments and contingencies (note 11)			
Shareholders' equity:			
Common shares and capital in excess of \$.01 stated value per share, 61.5, 60.8 and 61.3 shares issued and outstanding, respectively	405.3	410.3	408.6
Retained earnings	542.2	511.6	630.2
Treasury shares, at cost: 6.7, 7.4 and 6.8 shares, respectively	(343.1)	(377.5)	(349.6)
Accumulated other comprehensive loss	(90.6)	(80.2)	(87.3)
Total shareholders' equity	<u>513.8</u>	<u>464.2</u>	<u>601.9</u>
Total liabilities and shareholders' equity	<u>\$ 2,128.1</u>	<u>\$ 2,164.3</u>	<u>\$ 2,074.4</u>

See notes to condensed consolidated financial statements.

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

### NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Operations

The Scotts Miracle-Gro Company (“Scotts Miracle-Gro”) and its subsidiaries (collectively, together with Scotts Miracle-Gro, the “Company”) are engaged in the manufacturing, marketing and sale of consumer branded products for lawn and garden care. The Company’s primary customers include home centers, mass merchandisers, warehouse clubs, large hardware chains, independent hardware stores, nurseries, garden centers and food and drug stores. The Company’s products are sold primarily in North America and the European Union. The Company also operates the Scotts LawnService® business, which provides residential and commercial lawn care, tree and shrub care and limited pest control services in the United States.

#### Organization and Basis of Presentation

The Company’s unaudited condensed consolidated financial statements for the three months ended December 29, 2012 and December 31, 2011 are presented in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The condensed consolidated financial statements include the accounts of Scotts Miracle-Gro and its subsidiaries. All intercompany transactions and accounts have been eliminated in consolidation. The Company’s consolidation criteria are based on majority ownership (as evidenced by a majority voting interest in the entity) and an objective evaluation and determination of effective management control. In the opinion of management, interim results reflect all normal and recurring adjustments and are not necessarily indicative of results for a full year.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been omitted or condensed pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, this report should be read in conjunction with Scotts Miracle-Gro’s Annual Report on Form 10-K for the fiscal year ended September 30, 2012, which includes a complete set of footnote disclosures, including the Company’s significant accounting policies.

#### Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and related disclosures. Although these estimates are based on management’s best knowledge of current events and actions the Company may undertake in the future, actual results ultimately may differ from the estimates.

### RECENT ACCOUNTING PRONOUNCEMENTS

#### Comprehensive Income

In June 2011, the FASB issued amended accounting guidance on the presentation of comprehensive income. The amended guidance requires that all non-owner changes in stockholders’ equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The provisions were effective for the Company’s financial statements for the fiscal year beginning October 1, 2012. The adoption of the amended guidance did not have a significant impact on the Company’s financial statements and related disclosures.

#### Balance Sheet Offsetting

In December 2011, the FASB issued an amendment to accounting guidance on the presentation of offsetting of derivatives, and financial assets and liabilities. The amended guidance requires quantitative disclosures regarding the gross amounts and their location within the statement of financial position. The provisions are effective for the Company’s financial statements for the fiscal year beginning October 1, 2013. The adoption of the amended guidance will not have a significant impact on the Company’s financial statements and related disclosures.

## NOTE 2. DISCONTINUED OPERATIONS

In the fourth quarter of fiscal year 2012, the Company completed the wind down of the Company's professional seed business. As a result, effective in its fourth quarter of fiscal 2012, the Company classified its results of operations for all periods presented to reflect the professional seed business as a discontinued operation.

The following table summarizes the results of the professional seed business within discontinued operations for the periods presented:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Net sales	\$ —	\$ 11.6
Operating costs	(0.8)	12.9
Impairment, restructuring and other charges	—	0.2
Other income, net	—	(0.3)
Income (loss) from discontinued operations before income taxes	0.8	(1.2)
Income tax expense (benefit) from discontinued operations	0.2	(0.4)
Income (loss) from discontinued operations	\$ 0.6	\$ (0.8)

## NOTE 3. ACQUISITIONS

During the three months ended December 29, 2012, Scotts LawnService® completed the acquisition of two franchisee businesses that individually and in the aggregate were not significant. The aggregate purchase price of these acquisitions was \$7.2 million. The condensed consolidated financial statements include the results of operations from these business combinations from the date of each acquisition.

## NOTE 4. IMPAIRMENT, RESTRUCTURING AND OTHER

Activity described herein is classified within the "Impairment, restructuring and other" line in the Condensed Consolidated Statement of Operations.

For the three months ended December 29, 2012, the Company recognized income of \$4.7 million related to the reimbursement by a vendor of a portion of the costs incurred for the development and commercialization of products including the active ingredient MAT 28 for the Global Consumer segment. During the second quarter of fiscal 2012, the Company recorded an impairment charge of \$5.3 million to fully impair assets associated with the active ingredient MAT 28. In addition, for the three months ended December 29, 2012, the Company also recognized a \$4.3 million asset impairment charge as a result of issues with the commercialization of an insect repellent technology for the Global Consumer segment.

For the three months ended December 31, 2011, in continuation of the 2011 restructuring plan, the Company incurred an additional \$2.2 million in restructuring costs related to termination benefits provided to employees who accepted voluntary retirement and special termination benefits provided to certain employees upon future separation as well as \$0.2 million related to curtailment charges for its U.S. defined benefit pension and U.S. retiree medical plans.

The following table summarizes the activity related to liabilities associated with the restructuring and other charges during the three months ended December 29, 2012 (in millions):

Amounts reserved for restructuring and other charges at September 30, 2012	\$ 10.2
Restructuring and other charges	—
Payments and other	(3.1)
Amounts reserved for restructuring and other charges at December 29, 2012	\$ 7.1

A portion of the amounts reserved as of December 29, 2012 will be paid out over the course of fiscal 2013. Included in the restructuring reserves is \$4.2 million that is classified as long-term. Payments against the long-term reserves will start once the employees covered by the 2011 restructuring plan retire.



## NOTE 5. INVENTORIES

Inventories consisted of the following for each of the periods presented:

	DECEMBER 29, 2012	DECEMBER 31, 2011	SEPTEMBER 30, 2012
	(In millions)		
Finished goods	\$ 411.2	\$ 435.9	\$ 224.6
Work-in-process	63.3	52.0	48.3
Raw materials	172.2	166.9	142.0
Total inventories	<u>\$ 646.7</u>	<u>\$ 654.8</u>	<u>\$ 414.9</u>

Adjustments to reflect inventories at net realizable values were \$16.9 million at December 29, 2012, \$12.2 million at December 31, 2011 and \$21.0 million at September 30, 2012.

## NOTE 6. MARKETING AGREEMENT

The Company is Monsanto's exclusive agent for the marketing and distribution of consumer Roundup<sup>®</sup> herbicide products (with additional rights to new products containing glyphosate or other similar non-selective herbicides) in the consumer lawn and garden market within the United States and other specified countries, including Australia, Austria, Belgium, Canada, France, Germany, the Netherlands and the United Kingdom. Under the terms of the Marketing Agreement, the Company is entitled to receive an annual commission from Monsanto as consideration for the performance of the Company's duties as agent. The annual gross commission under the Marketing Agreement is calculated as a percentage of the actual earnings before interest and income taxes of the consumer Roundup<sup>®</sup> business in the markets covered by the Marketing Agreement and is based on the achievement of two earnings thresholds, as defined in the Marketing Agreement. The Marketing Agreement also requires the Company to make annual payments to Monsanto as a contribution against the overall expenses of the consumer Roundup<sup>®</sup> business. The annual contribution payment is defined in the Marketing Agreement as \$20 million.

In consideration for the rights granted to the Company under the Marketing Agreement for North America, the Company was required to pay a marketing fee of \$32 million to Monsanto. The Company has deferred this amount on the basis that the payment will provide a future benefit through commissions that will be earned under the Marketing Agreement. The economic useful life over which the marketing fee is being amortized is 20 years, with a remaining amortization period of less than six years as of December 29, 2012.

Under the terms of the Marketing Agreement, the Company performs certain functions, primarily manufacturing conversion, distribution and logistics, and selling and marketing support, on behalf of Monsanto in the conduct of the consumer Roundup<sup>®</sup> business. The actual costs incurred for these activities are charged to and reimbursed by Monsanto. The Company records costs incurred under the Marketing Agreement for which the Company is the primary obligor on a gross basis, recognizing such costs in "Cost of sales" and the reimbursement of these costs in "Net sales," with no effect on gross profit dollars or net income.

The gross commission earned under the Marketing Agreement, the contribution payments to Monsanto and the amortization of the initial marketing fee paid to Monsanto are included in the calculation of net sales in the Company's Consolidated Statements of Operations. The elements of the net commission and reimbursements earned under the Marketing Agreement and included in "Net sales" are as follows:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Gross commission	\$ —	\$ —
Contribution expenses	(5.0)	(5.0)
Amortization of marketing fee	(0.2)	(0.2)
Net commission loss	(5.2)	(5.2)
Reimbursements associated with Marketing Agreement	13.7	17.9
Total net sales associated with Marketing Agreement	<u>\$ 8.5</u>	<u>\$ 12.7</u>

The Marketing Agreement has no definite term except as it relates to the European Union countries (the "EU term"). The EU term extends through September 30, 2013, with an automatic renewal period of two years, subject to non-renewal only upon the occurrence of certain performance defaults. Thereafter, the Marketing Agreement provides that the parties may agree to renew the EU term for an additional three years.

The Marketing Agreement provides Monsanto with the right to terminate the Marketing Agreement upon an event of default (as defined in the Marketing Agreement) by the Company, a change in control of Monsanto or the sale of the consumer Roundup® business. The Marketing Agreement provides the Company with the right to terminate the Marketing Agreement in certain circumstances, including an event of default by Monsanto or the sale of the consumer Roundup® business. Unless Monsanto terminates the Marketing Agreement due to an event of default by the Company, Monsanto is required to pay a termination fee to the Company that varies by program year. The termination fee is calculated as a percentage of the value of the Roundup® business exceeding a certain threshold, but in no event will the termination fee be less than \$16 million. If Monsanto were to terminate the Marketing Agreement for cause, the Company would not be entitled to any termination fee. Monsanto may also be able to terminate the Marketing Agreement within a given region, including North America, without paying a termination fee if unit volume sales to consumers in that region decline: (1) over a cumulative three-fiscal-year period; or (2) by more than 5% for each of two consecutive years. If the Marketing Agreement was terminated for any reason, the Company would also lose all, or a substantial portion, of the significant source of earnings and overhead expense absorption the Marketing Agreement provides.

Under the Marketing Agreement, Monsanto must provide the Company with notice of any proposed sale of the consumer Roundup business, allow the Company to participate in the sale process and negotiate in good faith with the Company with respect to any such proposed sale. In the event the Company acquires the consumer Roundup® business in such a sale, the Company would receive as a credit against the purchase price the amount of the termination fee that would have been paid to the Company if Monsanto had exercised its right to terminate the Marketing Agreement in connection with a sale to another party. If Monsanto decides to sell the consumer Roundup® business to another party, the Company must let Monsanto know whether the Company intends to terminate the Marketing Agreement and forfeit any right to a termination fee or whether it will agree to continue to perform under the Marketing Agreement on behalf of the purchaser.

#### NOTE 7. DEBT

The components of long-term debt are as follows:

	DECEMBER 29, 2012	DECEMBER 31, 2011	SEPTEMBER 30, 2012
	(In millions)		
Credit facility – revolving loans	\$ 575.5	\$ 621.7	\$ 377.1
Senior Notes – 7.25%	200.0	200.0	200.0
Senior Notes – 6.625%	200.0	200.0	200.0
MARP Agreement	—	5.4	—
Other	10.7	7.1	5.5
	986.2	1,034.2	782.6
Less current portions	4.3	8.1	1.5
Total long-term debt	\$ 981.9	\$ 1,026.1	\$ 781.1

As of December 29, 2012, there was \$1.1 billion of availability under the Company's senior secured credit facility, including availability under letters of credit. Under the credit facility, the Company has the ability to issue letter of credit commitments up to \$75 million. At December 29, 2012, the Company had letters of credit in the aggregate face amount of \$24.2 million outstanding.

The Company was in compliance with the terms of all debt covenants at December 29, 2012. The credit facility contains, among other obligations, an affirmative covenant regarding the Company's leverage ratio, calculated as average total indebtedness, as described in the Company's credit facility, relative to the Company's earnings before interest, taxes, depreciation and amortization ("EBITDA"), as adjusted pursuant to the terms of the credit facility ("Adjusted EBITDA"). Under the terms of the credit facility, the maximum leverage ratio was 3.50 as of December 29, 2012. The Company's leverage ratio was 2.80 at December 29, 2012. The Company's credit facility also includes an affirmative covenant regarding its interest coverage ratio. Interest coverage ratio is calculated as Adjusted EBITDA divided by interest expense, as described in the credit facility, and excludes costs related to refinancings. Under the terms of the credit facility, the minimum interest coverage ratio was 3.50 for the twelve months ended December 29, 2012. The Company's interest coverage ratio was 5.25 for the twelve months ended December 29, 2012.

The Company accounts for the sale of receivables under the Master Accounts Receivable Purchase Agreement ("2012 MARP Agreement") as short-term debt and continues to carry the receivables on its Consolidated Balance Sheet, primarily as a result of

the Company's right to repurchase receivables sold. Refer to "NOTE 11. DEBT" in the Company's Form 10-K for the year ended September 30, 2012 for more information regarding the 2012 MARP Agreement. There were no short-term borrowings under the MARP Agreements as of December 29, 2012 and \$5.4 million as of December 31, 2011.

### **Estimated Fair Values**

A description of the methods and assumptions used to estimate the fair values of the Company's debt instruments is as follows:

#### **Credit Facility**

The interest rate currently available to the Company fluctuates with the applicable LIBOR rate, prime rate or Federal Funds Effective Rate and thus the carrying value is a reasonable estimate of fair value. The fair value measurement for the credit facility was classified in Level 2 of the fair value hierarchy.

#### **7.25% Senior Notes**

The fair value of Scotts Miracle-Gro's 7.25% Senior Notes due 2018 (the "7.25% Senior Notes") can be determined based on the trading of the 7.25% Senior Notes in the open market. The difference between the carrying value and the fair value of the 7.25% Senior Notes represents the premium or discount on that date. Based on the trading value on or around December 29, 2012, December 31, 2011 and September 30, 2012, the fair value of the 7.25% Senior Notes was approximately \$214.3 million, \$212.0 million and \$212.0 million, respectively. The fair value measurement for the 7.25% Senior Notes was classified in Level 1 of the fair value hierarchy.

#### **6.625% Senior Notes**

The fair value of Scotts Miracle-Gro's 6.625% Senior Notes due 2020 (the "6.625% Senior Notes") can be determined based on the trading of the 6.625% Senior Notes in the open market. The difference between the carrying value and the fair value of the 6.625% Senior Notes represents the premium or discount on that date. Based on the trading value on or around December 29, 2012, December 31, 2011 and September 30, 2012, the fair value of the 6.625% Senior Notes was approximately \$220.5 million, \$203.3 million and \$217.5 million, respectively. The fair value measurement for the 6.625% Senior Notes was classified in Level 1 of the fair value hierarchy.

#### **Interest Rate Swap Agreements**

At December 29, 2012 and December 31, 2011, the Company had outstanding interest rate swap agreements with major financial institutions that effectively converted a portion of the Company's variable-rate debt to a fixed rate. The swap agreements had a total U.S. dollar equivalent notional amount of \$1,100 million and \$900 million at December 29, 2012 and December 31, 2011, respectively. Interest payments made between the effective date and expiration date are hedged by the swap agreements, except as noted below. The notional amount, effective date, expiration date and rate of each of these swap agreements are shown in the table below.

Notional Amount (in millions)		Effective Date (a)	Expiration Date	Fixed Rate
50		2/14/2012	2/14/2016	3.78%
150	(b)	2/7/2012	5/7/2016	2.42%
150	(c)	11/16/2009	5/16/2016	3.26%
50	(c)	2/16/2010	5/16/2016	3.05%
100	(b)	2/21/2012	5/23/2016	2.40%
150	(b)	12/20/2011	6/20/2016	2.61%
50	(d)	12/6/2012	9/6/2017	2.96%
150	(c)	2/7/2017	5/7/2019	2.12%
50	(b)	2/7/2017	5/7/2019	2.45%
100	(c)	12/20/2016	6/20/2019	2.11%
100	(c)	12/20/2016	6/20/2019	2.14%

(a) The effective date refers to the date on which interest payments were, or will be, first hedged by the applicable swap agreement.

(b) Interest payments made during the three-month period of each year that begins with the month and day of the effective date are hedged by the swap agreement.

- (c) Interest payments made during the six-month period of each year that begins with the month and day of the effective date are hedged by the swap agreement.
- (d) Interest payments made during the nine-month period of each year that begins with the month and day of the effective date are hedged by the swap agreement.

### ***Accounts Receivable Pledged***

The interest rate on the short-term debt associated with accounts receivable pledged under the MARP Agreement fluctuates with the applicable LIBOR rate and thus the carrying value is a reasonable estimate of fair value. The fair value measurement for the MARP agreement was classified in Level 2 of the fair value hierarchy.

### **NOTE 8. RETIREMENT AND RETIREE MEDICAL PLANS**

The following summarizes the components of net periodic benefit cost for the retirement and retiree medical plans sponsored by the Company:

	THREE MONTHS ENDED					
	DECEMBER 29, 2012			DECEMBER 31, 2011		
	U.S. Pension	International Pension	U.S. Medical	U.S. Pension	International Pension	U.S. Medical
	(In millions)					
Service cost	\$ —	\$ 0.4	\$ 0.1	\$ —	\$ 0.3	\$ 0.1
Interest cost	1.0	2.5	0.3	1.1	2.4	0.4
Expected return on plan assets	(1.3)	(2.7)	—	(1.4)	(2.2)	—
Net amortization	1.2	0.4	0.1	1.3	0.2	0.1
Curtailment loss	—	—	—	0.2	—	—
Net periodic benefit cost	<u>\$ 0.9</u>	<u>\$ 0.6</u>	<u>\$ 0.5</u>	<u>\$ 1.2</u>	<u>\$ 0.7</u>	<u>\$ 0.6</u>

### **NOTE 9. SHAREHOLDERS' EQUITY**

#### ***Share-Based Awards***

The following is a summary of the share-based awards granted during the periods indicated:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
Restricted stock units (including deferred stock units)	8,693	1,134
Total share-based awards	<u>8,693</u>	<u>1,134</u>
Aggregate fair value at grant dates (in millions)	\$ 0.4	\$ 0.1

Total share-based compensation recognized was as follows for the periods indicated:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Share-based compensation	\$ 1.9	\$ 1.6

Subsequent to December 29, 2012, Scotts Miracle-Gro awarded performance share units, restricted stock units and deferred stock units covering 0.3 million Common Shares to employees and members of the Board of Directors with an estimated fair value of \$14.7 million on the date of the grant.

### **NOTE 10. INCOME TAXES**

The effective tax rate related to continuing operations for the three months ended December 29, 2012, was 35.0%, compared to 36.0% for the three months ended December 31, 2011. The effective tax rate used for interim reporting purposes is based on management's best estimate of factors impacting the effective tax rate for the full fiscal year. An allocation of the income tax expense has been separately determined to report the discontinued operations, net of tax. There can be no assurance that the

effective tax rate estimated for interim financial reporting purposes will approximate the effective tax rate determined at fiscal year end.

Scotts Miracle-Gro or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction and various state, local and foreign jurisdictions. With few exceptions, which are discussed further below, the Company is no longer subject to examination by these tax authorities for fiscal years prior to 2009. The Company is currently under examination by certain foreign and U.S. state and local tax authorities. Regarding the foreign jurisdictions, audits are currently underway in multiple countries covering fiscal years 2008 through 2011. A Belgium audit closed during the first quarter having an immaterial impact on the financial statements. In regard to the U.S. state and local audits, the tax periods under examination are limited to fiscal years 1997 through 2011. In addition to the aforementioned audits, certain other tax deficiency notices and refund claims for previous years remain unresolved.

The Company currently anticipates that few of its open and active audits will be resolved within the next 12 months. The Company is unable to make a reasonably reliable estimate as to when or if cash settlements with taxing authorities may occur. Although audit outcomes and the timing of audit payments are subject to significant uncertainty, the Company does not anticipate that the resolution of these tax matters or any events related thereto will result in a material change to its consolidated financial position, results of operations or cash flows.

#### **NOTE 11. CONTINGENCIES**

Management regularly evaluates the Company's contingencies, including various lawsuits and claims which arise in the normal course of business, product and general liabilities, workers' compensation, property losses and other liabilities for which the Company is self-insured or retains a high exposure limit. Self-insurance reserves are established based on actuarial loss estimates for specific individual claims plus actuarially estimated amounts for incurred but not reported claims and adverse development factors applied to existing claims. Legal costs incurred in connection with the resolution of claims, lawsuits and other contingencies generally are expensed as incurred. In the opinion of management, its assessment of contingencies is reasonable and related reserves, in the aggregate, are adequate; however, there can be no assurance that final resolution of these matters will not have a material effect on the Company's financial condition, results of operations or cash flows. The Company's identified contingencies include the matters set out below.

##### **Regulatory Matters**

At December 29, 2012, \$5.1 million was accrued in the "Other liabilities" line in the Condensed Consolidated Balance Sheet for compliance-related environmental actions, the majority of which is for site remediation. The amounts accrued are believed to be adequate to cover such known environmental exposures based on current facts and estimates of likely outcomes. Although it is reasonably possible that the costs to resolve such known environmental exposures will exceed the amounts accrued, any variation from accrued amounts is not expected to be material.

##### **Other**

In connection with the sale of wild bird food products that were the subject of a voluntary recall in 2008, the Company has been named as a defendant in four putative class actions filed on and after June 27, 2012, which have now been consolidated in the United States District Court for the Southern District of California as *In re Morning Song Bird Food Litigation*, Lead Case No. 3:12-cv-01592-JAH-RBB. The plaintiffs allege various statutory and common law claims associated with the Company's sale of wild bird food products and a plea agreement entered into in previously pending government proceedings associated with such sales. The plaintiffs seek on behalf of themselves and various purported class members monetary damages, restitution, injunctive relief, declaratory relief, attorney's fees, interest and costs. The Company intends to vigorously defend the consolidated action. Given the early stages of the action, the Company cannot make a determination as to whether it could have a material effect on the Company's financial condition, results of operations or cash flows and has not recorded any accruals with respect thereto.

The Company has been named as a defendant in a number of cases alleging injuries that the lawsuits claim resulted from exposure to asbestos-containing products, apparently based on the Company's historic use of vermiculite in certain of its products. In many of these cases, the complaints are not specific about the plaintiffs' contacts with the Company or its products. The Company believes that the claims against it are without merit and is vigorously defending against them. It is not currently possible to reasonably estimate a probable loss, if any, associated with these cases and, accordingly, no reserves have been recorded in the Company's Consolidated Financial Statements. The Company is reviewing agreements and policies that may provide insurance coverage or indemnity as to these claims and is pursuing coverage under some of these agreements and policies, although there can be no assurance of the results of these efforts. There can be no assurance that these cases, whether as a result of adverse outcomes or as a result of significant defense costs, will not have a material effect on the Company's financial condition, results of operations or cash flows.

The Company is involved in other lawsuits and claims which arise in the normal course of business. These claims individually and in the aggregate are not expected to result in a material effect on the Company's financial condition, results of operations or cash flows.

## **NOTE 12. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES**

The Company is exposed to market risks, such as changes in interest rates, currency exchange rates and commodity prices. To manage a portion of the volatility related to these exposures, the Company enters into various financial transactions. The utilization of these financial transactions is governed by policies covering acceptable counterparty exposure, instrument types and other hedging practices. The Company does not hold or issue derivative financial instruments for speculative trading purposes.

### **Exchange Rate Risk Management**

The Company periodically uses foreign currency swap contracts to manage the exchange rate risk associated with intercompany loans with foreign subsidiaries that are denominated in local currencies. At December 29, 2012, the notional amount of outstanding foreign currency swap contracts was \$306.7 million, with a fair value of \$0.3 million. At December 31, 2011, the notional amount of outstanding foreign currency swap contracts was \$306.3 million, with a fair value of \$3.5 million. The fair value of foreign currency swap contracts is determined based on changes in spot rates. The contracts will mature over the next fiscal year.

### **Interest Rate Risk Management**

The Company enters into interest rate swap agreements as a means to hedge its variable interest rate risk on debt instruments. The fair values are reflected in the Company's Condensed Consolidated Balance Sheets. Net amounts to be received or paid under the swap agreements are reflected as adjustments to interest expense. Since the interest rate swap agreements have been designated as hedging instruments, unrealized gains or losses resulting from adjusting these swaps to fair value are recorded as elements of accumulated other comprehensive income (loss) ("AOCI") within the Condensed Consolidated Balance Sheets. The fair value of the swap agreements is determined based on the present value of the estimated future net cash flows using implied rates in the applicable yield curve as of the valuation date.

At December 29, 2012 and December 31, 2011, the Company had outstanding interest rate swap agreements with major financial institutions that effectively converted a portion of the Company's variable-rate debt to a fixed rate. The swap agreements had a total U.S. dollar equivalent notional amount of \$1,100 million and \$900 million at December 29, 2012 and December 31, 2011, respectively. Included in the AOCI balance at December 29, 2012 was a loss of \$5.1 million related to interest rate swap agreements that is expected to be reclassified to earnings during the next 12 months, consistent with the timing of the underlying hedged transactions.

### **Commodity Price Risk Management**

The Company had outstanding hedging arrangements at December 29, 2012 designed to fix the price of a portion of its projected future urea requirements. The contracts are designated as hedges of the Company's exposure to future cash flow fluctuations associated with the cost of urea. The objective of the hedges is to mitigate the earnings and cash flow volatility attributable to the risk of changing prices. Unrealized gains or losses in the fair value of these contracts are recorded to the AOCI component of shareholders' equity. Realized gains or losses remain as a component of AOCI until the related inventory is sold. Upon sale of the underlying inventory, the gain or loss is reclassified to cost of sales. Included in the AOCI balance at December 29, 2012 was a loss of \$0.1 million related to urea derivatives that is expected to be reclassified to earnings during the next 12 months, consistent with the timing of the underlying hedged transactions.

Periodically, the Company also uses derivatives to partially mitigate the effect of fluctuating diesel and gasoline costs on operating results. Any such derivatives that do not qualify for hedge accounting treatment in accordance with GAAP are recorded at fair value, with unrealized gains and losses on open contracts and realized gains or losses on settled contracts recorded as an element of cost of sales. Unrealized gains or losses in the fair value of contracts that do qualify for hedge accounting are recorded in AOCI except for any ineffective portion of the change in fair value, which is immediately recorded in earnings. For the effective portion of the change in fair value, realized gains or losses remain as a component of AOCI until the related fuel is consumed. Upon consumption of the fuel, the gain or loss is reclassified to cost of sales. Included in the AOCI balance at December 29, 2012 was a gain of \$0.1 million related to fuel derivatives that is expected to be reclassified to earnings during the next 12 months, consistent with the timing of the underlying hedged transactions.

The Company had the following outstanding commodity contracts that were entered into to hedge forecasted purchases:

<u>Commodity</u>	<u>DECEMBER 29, 2012</u>	<u>DECEMBER 31, 2011</u>
Urea	40,500 tons	40,500 tons
Diesel	5,796,000 gallons	5,250,000 gallons
Gasoline	350,000 gallons	217,000 gallons
Heating Oil	4,746,000 gallons	2,268,000 gallons

**Fair Values of Derivative Instruments**

The fair values of the Company's derivative instruments were as follows:

<u>DERIVATIVES DESIGNATED AS HEDGING INSTRUMENTS</u>	<u>BALANCE SHEET LOCATION</u>	<u>ASSETS / (LIABILITIES)</u>		
		<u>DECEMBER 29, 2012</u>	<u>DECEMBER 31, 2011</u>	<u>SEPTEMBER 30, 2012</u>
		<u>FAIR VALUE</u>		
		<u>(In millions)</u>		
Interest rate swap agreements	Other current liabilities	\$ (8.2)	\$ (8.4)	\$ (8.2)
	Other liabilities	(20.9)	(18.9)	(20.6)
Commodity hedging instruments	Prepaid and other current assets	0.1	—	1.0
	Other current liabilities	(0.7)	(2.1)	—
Total derivatives designated as hedging instruments		<u>\$ (29.7)</u>	<u>\$ (29.4)</u>	<u>\$ (27.8)</u>
<b><u>DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS</u></b>				
Foreign currency swap contracts	Prepaid and other current assets	\$ 0.8	\$ 3.5	\$ —
	Other current liabilities	(0.5)	(0.6)	(1.0)
Commodity hedging instruments	Prepaid and other current assets	0.2	—	1.0
	Other current liabilities	—	(0.2)	—
Total derivatives not designated as hedging instruments		<u>\$ 0.5</u>	<u>\$ 2.7</u>	<u>\$ —</u>
Total derivatives		<u>\$ (29.2)</u>	<u>\$ (26.7)</u>	<u>\$ (27.8)</u>

The effect of derivative instruments on AOCI and the Condensed Consolidated Statements of Operations was as follows:

<u>DERIVATIVES IN CASH FLOW HEDGING RELATIONSHIPS</u>	<u>AMOUNT OF GAIN / (LOSS) RECOGNIZED IN AOCI</u>	
	<u>THREE MONTHS ENDED</u>	
	<u>DECEMBER 29, 2012</u>	<u>DECEMBER 31, 2011</u>
<u>(In millions)</u>		
Interest rate swap agreements	\$ (0.9)	\$ (2.2)
Commodity hedging instruments	(1.0)	(1.4)
Total	<u>\$ (1.9)</u>	<u>\$ (3.6)</u>
<u>DERIVATIVES IN CASH FLOW HEDGING RELATIONSHIPS</u>	<u>AMOUNT OF GAIN / (LOSS) RECLASSIFIED FROM AOCI INTO STATEMENT OF OPERATIONS</u>	
	<u>THREE MONTHS ENDED</u>	
	<u>DECEMBER 29, 2012</u>	<u>DECEMBER 31, 2011</u>
<u>(In millions)</u>		
Interest rate swap agreements	\$ (1.2)	\$ (3.1)
Commodity hedging instruments	0.1	0.1
Total	<u>\$ (1.1)</u>	<u>\$ (3.0)</u>

DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS	RECOGNIZED IN STATEMENT OF OPERATIONS	AMOUNT OF GAIN / (LOSS)	
		THREE MONTHS ENDED	
		DECEMBER 29, 2012	DECEMBER 31, 2011
		(In millions)	
Foreign currency swap contracts	Interest expense	\$ (1.6)	\$ 6.7
Commodity hedging instruments	Cost of sales	(0.5)	0.4
Total		\$ (2.1)	\$ 7.1

### NOTE 13. FAIR VALUE MEASUREMENTS

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or the most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. A three-level fair value hierarchy prioritizes the inputs used to measure fair value. The hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

*Level 1* — Quoted prices in active markets for identical assets or liabilities.

*Level 2* — Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

*Level 3* — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The following describes the valuation methodologies used for financial assets and liabilities measured at fair value on a recurring basis, as well as the general classification within the valuation hierarchy.

#### Derivatives

Derivatives consist of foreign currency, interest rate and commodity derivative instruments. Foreign currency swap contracts are valued using observable forward rates in commonly quoted intervals for the full term of the contracts. Interest rate swap agreements are valued based on the present value of the estimated future net cash flows using implied rates in the applicable yield curve as of the valuation date. Commodity contracts are measured using observable commodity exchange prices in active markets.

These derivative instruments are classified within Level 2 of the valuation hierarchy and are included within other assets and other liabilities in the Company's Condensed Consolidated Balance Sheets, except for derivative instruments expected to be settled within the next 12 months, which are included within prepaid and other current assets and other current liabilities.

#### Cash equivalents

Cash equivalents consist of highly liquid investments purchased with a maturity of three months or less. The carrying value of these cash equivalents approximates fair value due to their short-term maturities.

#### Other

Other financial assets consist of investment securities in non-qualified retirement plan assets. These securities are valued using observable market prices in active markets.



The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at December 29, 2012:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
<b>Assets</b>				
Cash equivalents	\$ 83.3	\$ —	\$ —	\$ 83.3
<b>Derivatives</b>				
Foreign currency swap contracts	—	0.8	—	0.8
Commodity hedging instruments	—	0.3	—	0.3
Other	6.5	—	—	6.5
<b>Total</b>	<b>\$ 89.8</b>	<b>\$ 1.1</b>	<b>\$ —</b>	<b>\$ 90.9</b>
<b>Liabilities</b>				
<b>Derivatives</b>				
Interest rate swap agreements	\$ —	\$ (29.1)	\$ —	\$ (29.1)
Foreign currency swap contracts	—	(0.5)	—	(0.5)
Commodity hedging instruments	—	(0.7)	—	(0.7)
<b>Total</b>	<b>\$ —</b>	<b>\$ (30.3)</b>	<b>\$ —</b>	<b>\$ (30.3)</b>

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at December 31, 2011:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
<b>Assets</b>				
Cash equivalents	\$ 83.5	\$ —	\$ —	\$ 83.5
<b>Derivatives</b>				
Foreign currency swap contracts	—	3.5	—	3.5
Other	6.5	—	—	6.5
<b>Total</b>	<b>\$ 90.0</b>	<b>\$ 3.5</b>	<b>\$ —</b>	<b>\$ 93.5</b>
<b>Liabilities</b>				
<b>Derivatives</b>				
Interest rate swap agreements	\$ —	\$ (27.3)	\$ —	\$ (27.3)
Foreign currency swap contracts	—	(0.6)	—	(0.6)
Commodity hedging instruments	—	(2.3)	—	(2.3)
<b>Total</b>	<b>\$ —</b>	<b>\$ (30.2)</b>	<b>\$ —</b>	<b>\$ (30.2)</b>

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at September 30, 2012:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
<b>Assets</b>				
Cash equivalents	\$ 41.1	\$ —	\$ —	\$ 41.1
Derivatives				
Commodity hedging instruments	—	2.0	—	2.0
Foreign currency swap contracts	—	—	—	—
Other	6.4	—	—	6.4
<b>Total</b>	<b>\$ 47.5</b>	<b>\$ 2.0</b>	<b>\$ —</b>	<b>\$ 49.5</b>
<b>Liabilities</b>				
Derivatives				
Interest rate swap agreements	\$ —	\$ (28.8)	\$ —	\$ (28.8)
Commodity hedging instruments	—	(1.0)	—	(1.0)
<b>Total</b>	<b>\$ —</b>	<b>\$ (29.8)</b>	<b>\$ —</b>	<b>\$ (29.8)</b>

The following presents the Company's non-financial assets and liabilities measured at fair value on a non-recurring basis at December 29, 2012 and describes the valuation methodologies used for non-financial assets and liabilities measured at fair value, as well as the general classification within the valuation hierarchy:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Losses
(In millions)				
Global Consumer insect repellent technology	\$ —	\$ —	\$ —	\$ 4.3

The intangible asset was determined to be fully impaired based on the estimated future cash flows associated with the insect repellent technology in relation to its carrying value.

#### NOTE 14. SEGMENT INFORMATION

The Company divides its business into the following segments — Global Consumer and Scotts LawnService®. This division of reportable segments is consistent with how the segments report to and are managed by the chief operating decision maker of the Company.

Segment performance is evaluated based on several factors, including income from continuing operations before amortization, product registration and recall costs, and impairment, restructuring and other charges, which is not a GAAP measure. Senior management of the Company uses this measure of operating profit to gauge segment performance because the Company believes this measure is the most indicative of performance trends and the overall earnings potential of each segment.

Corporate & Other consists of revenues and expenses associated with the Company's supply agreements with ICL and the amortization related to the Roundup® Marketing Agreement, as well as corporate, general and administrative expenses and certain other income/expense items not allocated to the business segments. Corporate & Other assets primarily include deferred financing and debt issuance costs and corporate intangible assets, as well as deferred tax assets.

The following tables present summarized financial information concerning the Company's reportable segments for the periods indicated:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Net sales:		
Global Consumer	\$ 153.2	\$ 149.1
Scotts LawnService®	44.8	37.6
Segment total	198.0	186.7
Corporate & Other	7.8	12.9
Consolidated	\$ 205.8	\$ 199.6
Loss from continuing operations before income taxes:		
Global Consumer	\$ (68.7)	\$ (69.5)
Scotts LawnService®	(0.9)	(4.6)
Segment total	(69.6)	(74.1)
Corporate & Other	(20.2)	(19.7)
Intangible asset amortization	(2.5)	(2.5)
Product registration and recall matters	—	(0.3)
Impairment, restructuring and other charges	0.4	(2.4)
Interest expense	(13.2)	(15.3)
Consolidated	\$ (105.1)	\$ (114.3)

	DECEMBER 29, 2012	DECEMBER 31, 2011	SEPTEMBER 30, 2012
		(In millions)	
Total assets:			
Global Consumer	\$ 1,751.2	\$ 1,723.8	\$ 1,676.4
Scotts LawnService®	166.4	162.2	181.5
Corporate & Other	210.5	278.3	216.5
Consolidated	\$ 2,128.1	\$ 2,164.3	\$ 2,074.4

## NOTE 15. FINANCIAL INFORMATION FOR SUBSIDIARY GUARANTORS AND NON-GUARANTORS

The 7.25% and 6.625% Senior Notes (collectively, the “Senior Notes”) issued by Scotts Miracle-Gro on January 14, 2010 and December 16, 2010, respectively, are guaranteed by certain of its domestic subsidiaries and, therefore, the Company has disclosed condensed consolidating financial information in accordance with SEC Regulation S-X Rule 3-10, *Financial Statements of Guarantors and Issuers of Guaranteed Securities Registered or Being Registered*. The following 100% directly or indirectly owned subsidiaries fully and unconditionally guarantee the Senior Notes on a joint and several basis: EG Systems, Inc., dba Scotts LawnService®; Gutwein & Co., Inc.; Hyponex Corporation; Miracle-Gro Lawn Products, Inc.; OMS Investments, Inc.; Rod McLellan Company; Sanford Scientific, Inc.; Scotts Temecula Operations, LLC; Scotts Manufacturing Company; Scotts Products Co.; Scotts Professional Products Co.; Scotts-Sierra Investments, Inc.; SMG Brands, Inc.; SMG Growing Media, Inc.; Swiss Farms Products, Inc.; and The Scotts Company LLC (collectively, the “Guarantors”).

The following information presents Condensed Consolidating Statements of Operations for the three months ended December 29, 2012 and December 31, 2011, Condensed Consolidating Statements of Comprehensive Income for the three months ended December 29, 2012 and December 31, 2011, Condensed Consolidating Statements of Cash Flows for the three months ended December 29, 2012 and December 31, 2011, and Condensed Consolidating Balance Sheets as of December 29, 2012, December 31, 2011 and September 30, 2012. The condensed consolidating financial information presents, in separate columns, financial information for: Scotts Miracle-Gro on a Parent-only basis, carrying its investment in subsidiaries under the equity method; Guarantors on a combined basis, carrying their investments in subsidiaries which do not guarantee the debt (collectively, the “Non-Guarantors”) under the equity method; Non-Guarantors on a combined basis; and eliminating entries. The eliminating entries primarily reflect intercompany transactions, such as interest expense, accounts receivable and payable, short and long-term debt, and the elimination of equity investments and income in subsidiaries. Because the Parent is obligated to pay the unpaid principal amount and interest on all amounts borrowed by the Guarantors or Non-Guarantors under the credit facility (and was obligated to pay the unpaid principal amount and interest on all amounts borrowed by the Guarantors and Non-Guarantors under the previous senior secured five-year revolving loan facility), the borrowings and related interest expense for the loans outstanding of the Guarantors and Non-Guarantors are also presented in the accompanying Parent-only financial information, and are then eliminated.

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Statement of Operations**  
**for the three months ended December 29, 2012**

(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
Net sales	\$ —	\$ 153.3	\$ 52.5	\$ —	\$ 205.8
Cost of sales	—	132.0	42.7	—	174.7
Gross profit	—	21.3	9.8	—	31.1
Operating expenses:					
Selling, general and administrative	—	97.8	26.7	—	124.5
Impairment, restructuring and other	—	(0.4)	—	—	(0.4)
Other income, net	—	(1.0)	(0.1)	—	(1.1)
Loss from operations	—	(75.1)	(16.8)	—	(91.9)
Equity income in subsidiaries	60.0	11.8	—	(71.8)	—
Other non-operating income	(4.0)	—	—	4.0	—
Interest expense	10.5	3.8	1.4	(2.5)	13.2
Loss from continuing operations before income taxes	(66.5)	(90.7)	(18.2)	70.3	(105.1)
Income tax benefit from continuing operations	(0.2)	(30.2)	(6.4)	—	(36.8)
Loss from continuing operations	(66.3)	(60.5)	(11.8)	70.3	(68.3)
Income from discontinued operations, net of tax	—	0.6	—	—	0.6
Net Loss	\$ (66.3)	\$ (59.9)	\$ (11.8)	\$ 70.3	\$ (67.7)

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**for the three months ended December 29, 2012**  
(In millions)  
(Unaudited)

	<u>Parent</u>	<u>Subsidiary Guarantors</u>	<u>Non- Guarantors</u>	<u>Eliminations</u>	<u>Consolidated</u>
Net loss	\$ (66.3)	\$ (59.9)	\$ (11.8)	\$ 70.3	\$ (67.7)
Other comprehensive income (loss), net of tax:					
Net foreign currency translation adjustment	—	—	(3.7)	—	(3.7)
Net loss on derivatives	0.3	(1.1)	—	—	(0.8)
Net change in pension and other post retirement benefits	—	1.3	(0.1)	—	1.2
Total other comprehensive income (loss)	0.3	0.2	(3.8)	—	(3.3)
Comprehensive loss	<u>\$ (66.0)</u>	<u>\$ (59.7)</u>	<u>\$ (15.6)</u>	<u>\$ 70.3</u>	<u>\$ (71.0)</u>

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Statement of Cash Flows**  
**for the three months ended December 29, 2012**

(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	\$ (5.8)	\$ (131.6)	\$ (31.2)	\$ —	\$ (168.6)
<b>INVESTING ACTIVITIES</b>					
Proceeds from sale of long-lived assets	—	0.1	—	—	0.1
Investments in property, plant and equipment	—	(21.9)	(3.1)	—	(25.0)
Investment in acquired business, net of cash acquired	—	(3.2)	—	—	(3.2)
Net cash used in investing activities	—	(25.0)	(3.1)	—	(28.1)
<b>FINANCING ACTIVITIES</b>					
Borrowings under revolving and bank lines of credit	—	451.0	12.8	—	463.8
Repayments under revolving and bank lines of credit	—	(26.5)	(237.7)	—	(264.2)
Dividends paid	(19.9)	—	—	—	(19.9)
Excess tax benefits from share-based payment arrangements	—	0.4	—	—	0.4
Cash received from the exercise of stock options	0.7	—	—	—	0.7
Intercompany financing	25.0	(270.0)	245.0	—	—
Net cash provided by financing activities	5.8	154.9	20.1	—	180.8
Effect of exchange rate changes on cash	—	—	(0.4)	—	(0.4)
Net decrease in cash and cash equivalents	—	(1.7)	(14.6)	—	(16.3)
Cash and cash equivalents, beginning of period	—	2.6	129.3	—	131.9
Cash and cash equivalents, end of period	\$ —	\$ 0.9	\$ 114.7	\$ —	\$ 115.6

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Balance Sheet**  
**As of December 29, 2012**  
(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ —	\$ 0.9	\$ 114.7	\$ —	\$ 115.6
Accounts receivable, net	—	97.0	71.4	—	168.4
Inventories	—	531.6	115.1	—	646.7
Prepaid and other current assets	—	87.3	38.9	—	126.2
Total current assets	—	716.8	340.1	—	1,056.9
Property, plant and equipment, net	—	366.0	58.0	—	424.0
Goodwill	—	313.8	0.6	—	314.4
Intangible assets, net	—	260.6	42.7	—	303.3
Other assets	28.9	11.2	31.4	(42.0)	29.5
Equity investment in subsidiaries	748.4	—	—	(748.4)	—
Intercompany assets	748.8	200.3	—	(949.1)	—
Total assets	<u>\$ 1,526.1</u>	<u>\$ 1,868.7</u>	<u>\$ 472.8</u>	<u>\$ (1,739.5)</u>	<u>\$ 2,128.1</u>

**LIABILITIES AND SHAREHOLDERS' EQUITY**

Current liabilities:					
Current portion of debt	\$ —	\$ 2.3	\$ 2.0	\$ —	\$ 4.3
Accounts payable	—	127.8	57.7	—	185.5
Other current liabilities	16.5	90.0	80.1	—	186.6
Total current liabilities	16.5	220.1	139.8	—	376.4
Long-term debt	975.5	526.3	55.6	(575.5)	981.9
Other liabilities	20.3	224.9	52.8	(42.0)	256.0
Equity investment in subsidiaries	—	319.2	—	(319.2)	—
Intercompany liabilities	—	—	373.6	(373.6)	—
Total liabilities	1,012.3	1,290.5	621.8	(1,310.3)	1,614.3
Shareholders' equity	513.8	578.2	(149.0)	(429.2)	513.8
Total liabilities and shareholders' equity	<u>\$ 1,526.1</u>	<u>\$ 1,868.7</u>	<u>\$ 472.8</u>	<u>\$ (1,739.5)</u>	<u>\$ 2,128.1</u>



**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Statement of Operations**  
**for the three months ended December 31, 2011**

(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
Net sales	\$ —	\$ 145.5	\$ 54.1	\$ —	\$ 199.6
Cost of sales	—	132.4	41.6	—	174.0
Gross profit	—	13.1	12.5	—	25.6
Operating expenses:					
Selling, general and administrative	—	95.0	27.5	—	122.5
Impairment, restructuring and other	—	2.4	—	—	2.4
Product registration and recall matters	—	0.3	—	—	0.3
Other income, net	(2.8)	(0.2)	(0.4)	2.8	(0.6)
Income (loss) from operations	2.8	(84.4)	(14.6)	(2.8)	(99.0)
Equity income in subsidiaries	66.2	9.8	—	(76.0)	—
Interest expense	10.8	6.6	0.7	(2.8)	15.3
Loss from continuing operations before income taxes	(74.2)	(100.8)	(15.3)	76.0	(114.3)
Income tax benefit from continuing operations	(0.3)	(35.4)	(5.5)	—	(41.2)
Loss from continuing operations	(73.9)	(65.4)	(9.8)	76.0	(73.1)
Loss from discontinued operations, net of tax	—	(0.8)	—	—	(0.8)
Net Loss	\$ (73.9)	\$ (66.2)	\$ (9.8)	\$ 76.0	\$ (73.9)

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidated Statements of Comprehensive Loss**  
**for the three months ended December 31, 2011**

(In millions)  
(Unaudited)

	<u>Parent</u>	<u>Subsidiary Guarantors</u>	<u>Non- Guarantors</u>	<u>Eliminations</u>	<u>Consolidated</u>
Net loss	\$ (73.9)	\$ (66.2)	\$ (9.8)	\$ 76.0	\$ (73.9)
Other comprehensive income (loss), net of tax:					
Net foreign currency translation adjustment	—	—	(3.5)	—	(3.5)
Net loss on derivatives	0.8	(1.4)	—	—	(0.6)
Net change in pension and other post retirement benefits	—	0.8	1.1	—	1.9
Total other comprehensive income (loss)	<u>0.8</u>	<u>(0.6)</u>	<u>(2.4)</u>	<u>—</u>	<u>(2.2)</u>
Comprehensive loss	<u>\$ (73.1)</u>	<u>\$ (66.8)</u>	<u>\$ (12.2)</u>	<u>\$ 76.0</u>	<u>\$ (76.1)</u>

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Statement of Cash Flows**  
**for the three months ended December 31, 2011**

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
<b>NET CASH USED IN OPERATING ACTIVITIES</b>	\$ (8.0)	\$ (144.7)	\$ (48.4)	\$ —	\$ (201.1)
<b>INVESTING ACTIVITIES</b>					
Investments in property, plant and equipment	—	(13.3)	(3.1)	—	(16.4)
Net cash used in investing activities	—	(13.3)	(3.1)	—	(16.4)
<b>FINANCING ACTIVITIES</b>					
Borrowings under revolving and bank lines of credit	—	321.9	125.1	—	447.0
Repayments under revolving and bank lines of credit	—	(30.7)	(175.0)	—	(205.7)
Dividends paid	(18.9)	—	—	—	(18.9)
Purchase of common shares	(17.5)	—	—	—	(17.5)
Excess tax benefits from share-based payment arrangements	—	3.8	—	—	3.8
Cash received from the exercise of stock options	5.6	—	—	—	5.6
Intercompany financing	38.8	(131.3)	92.5	—	—
Net cash provided by financing activities	8.0	163.7	42.6	—	214.3
Effect of exchange rate changes on cash	—	—	0.1	—	0.1
Net increase (decrease) in cash and cash equivalents	—	5.7	(8.8)	—	(3.1)
Cash and cash equivalents, beginning of period	—	4.3	126.6	—	130.9
Cash and cash equivalents, end of period	\$ —	\$ 10.0	\$ 117.8	\$ —	\$ 127.8

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Balance Sheet**  
**As of December 31, 2011**  
(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ —	\$ 10.0	\$ 117.8	\$ —	\$ 127.8
Accounts receivable, net	—	92.7	73.8	—	166.5
Accounts receivable pledged	—	14.3	—	—	14.3
Inventories	—	543.6	111.2	—	654.8
Prepaid and other current assets	—	102.2	46.6	—	148.8
<b>Total current assets</b>	<b>—</b>	<b>762.8</b>	<b>349.4</b>	<b>—</b>	<b>1,112.2</b>
Property, plant and equipment, net	—	343.2	48.2	—	391.4
Goodwill	—	308.4	0.7	—	309.1
Intangible assets, net	—	269.6	46.6	—	316.2
Other assets	32.1	13.3	27.6	(37.6)	35.4
Equity investment in subsidiaries	699.2	—	—	(699.2)	—
Intercompany assets	788.3	207.7	—	(996.0)	—
<b>Total assets</b>	<b>\$ 1,519.6</b>	<b>\$ 1,905.0</b>	<b>\$ 472.5</b>	<b>\$ (1,732.8)</b>	<b>\$ 2,164.3</b>

**LIABILITIES AND SHAREHOLDERS' EQUITY**

Current liabilities:					
Current portion of debt	\$ —	\$ 7.8	\$ 0.3	\$ —	\$ 8.1
Accounts payable	—	165.6	54.8	—	220.4
Other current liabilities	15.3	118.6	86.7	—	220.6
<b>Total current liabilities</b>	<b>15.3</b>	<b>292.0</b>	<b>141.8</b>	<b>—</b>	<b>449.1</b>
Long-term debt	1,021.7	547.4	78.7	(621.7)	1,026.1
Other liabilities	18.4	200.5	43.6	(37.6)	224.9
Equity investment in subsidiaries	—	336.1	—	(336.1)	—
Intercompany liabilities	—	—	374.3	(374.3)	—
<b>Total liabilities</b>	<b>1,055.4</b>	<b>1,376.0</b>	<b>638.4</b>	<b>(1,369.7)</b>	<b>1,700.1</b>
Shareholders' equity	464.2	529.0	(165.9)	(363.1)	464.2
<b>Total liabilities and shareholders' equity</b>	<b>\$ 1,519.6</b>	<b>\$ 1,905.0</b>	<b>\$ 472.5</b>	<b>\$ (1,732.8)</b>	<b>\$ 2,164.3</b>

**THE SCOTTS MIRACLE-GRO COMPANY**  
**Condensed Consolidating Balance Sheet**  
**As of September 30, 2012**  
(In millions)  
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations	Consolidated
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ —	\$ 2.6	\$ 129.3	\$ —	\$ 131.9
Accounts receivable, net	—	248.4	82.5	—	330.9
Inventories	—	332.1	82.8	—	414.9
Prepaid and other current assets	—	88.5	33.8	—	122.3
Total current assets	—	671.6	328.4	—	1,000.0
Property, plant and equipment, net	—	368.2	59.2	—	427.4
Goodwill	—	308.7	0.7	—	309.4
Intangible assets, net	—	264.2	42.9	—	307.1
Other assets	29.8	11.2	32.8	(43.3)	30.5
Equity investment in subsidiaries	828.5	—	—	(828.5)	—
Intercompany assets	556.6	—	—	(556.6)	—
Total assets	<u>\$ 1,414.9</u>	<u>\$ 1,623.9</u>	<u>\$ 464.0</u>	<u>\$ (1,428.4)</u>	<u>\$ 2,074.4</u>

**LIABILITIES AND SHAREHOLDERS' EQUITY**

Current liabilities:					
Current portion of debt	\$ —	\$ 1.2	\$ 0.3	\$ —	\$ 1.5
Accounts payable	—	105.4	46.9	—	152.3
Other current liabilities	15.9	177.4	86.5	—	279.8
Total current liabilities	15.9	284.0	133.7	—	433.6
Long-term debt	777.1	99.8	281.3	(377.1)	781.1
Other liabilities	20.0	227.2	54.0	(43.4)	257.8
Equity investment in subsidiaries	—	303.7	—	(303.7)	—
Intercompany liabilities	—	50.9	128.5	(179.4)	—
Total liabilities	813.0	965.6	597.5	(903.6)	1,472.5
Shareholders' equity	601.9	658.3	(133.5)	(524.8)	601.9
Total liabilities and shareholders' equity	<u>\$ 1,414.9</u>	<u>\$ 1,623.9</u>	<u>\$ 464.0</u>	<u>\$ (1,428.4)</u>	<u>\$ 2,074.4</u>

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The purpose of this discussion is to provide an understanding of the financial condition and results of operations of The Scotts Miracle-Gro Company ("Scotts Miracle-Gro") and its subsidiaries (collectively, together with Scotts Miracle-Gro, the "Company," "we" or "us") by focusing on changes in certain key measures from year-to-year. Management's Discussion and Analysis is divided into the following sections:

- Executive summary
- Results of operations
- Segment results
- Liquidity and capital resources
- Regulatory matters
- Critical accounting policies and estimates

This discussion and analysis should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012.

### EXECUTIVE SUMMARY

We are a leading manufacturer and marketer of consumer branded products for lawn and garden care in North America and Europe. We are Monsanto's exclusive agent for the marketing and distribution of consumer Roundup® non-selective herbicide products within the United States and other contractually specified countries. We have a presence in similar consumer branded products in Australia, the Far East and Latin America. We also operate Scotts LawnService®, the second largest lawn care service business in the United States. Our operations are divided into the following reportable segments: Global Consumer and Scotts LawnService®.

As a leading consumer branded lawn and garden company, our product development and marketing efforts are largely focused on providing innovative and differentiated products and on continually increasing brand and product awareness to inspire consumers and create retail demand. We have successfully applied this model for a number of years by focusing on research and development and investing in advertising to support and promote our products and brands. We continually explore new and innovative ways to communicate with consumers. We believe that we receive a significant return on these expenditures and anticipate a similar commitment to research and development, advertising and marketing investments in the future, with the continuing objective of driving profitable growth. We are undertaking initiatives in fiscal 2013 to focus on improving profitability while balancing the need to continually build stronger capabilities for future growth. These initiatives include price optimization, product cost-out initiatives and SG&A productivity.

Effective in our fourth quarter of fiscal 2012, we classified our professional seed business as discontinued operations. Prior to being reported as discontinued operations, our professional seed business was included as part of Corporate & Other.

Due to the nature of the lawn and garden business, significant portions of our products ship to our retail customers during our second and third fiscal quarters, as noted in the chart below. Our annual sales are further concentrated in the second and third fiscal quarters by retailers who rely on our ability to deliver products closer to when consumers buy our products, thereby reducing retailers' pre-season inventories.

	Percent of Net Sales from Continuing Operations by Quarter		
	2012	2011	2010
First Quarter	7.1%	8.1%	8.6%
Second Quarter	41.4%	40.1%	36.4%
Third Quarter	37.3%	37.4%	40.6%
Fourth Quarter	14.2%	14.4%	14.4%

The Scotts Miracle-Gro Board of Directors has authorized the repurchase of up to \$700 million of our Common Shares through September 30, 2014. Further, on August 9, 2012, we announced that the Scotts Miracle-Gro Board of Directors had increased our quarterly dividend from \$0.30 to \$0.325 per Common Share. The decision to increase the amount of cash we intend to return to our shareholders reflects our continued confidence in the business and our desire to maintain a consistent capital structure. From the inception of the share repurchase program in the fourth quarter of fiscal 2010 through the first quarter of fiscal 2013, we have repurchased approximately 7.8 million of our Common Shares in open market transactions for \$401.2 million.

## RESULTS OF OPERATIONS

We classified our professional seed business as discontinued operations, for all periods presented, beginning in our fourth quarter of fiscal 2012. As a result, and unless specifically stated, all discussions regarding results for the three months ended December 29, 2012 and December 31, 2011, reflect results from our continuing operations.

The following table sets forth the components of income and expense as a percentage of net sales:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
Net sales	100.0 %	100.0 %
Cost of sales	84.9	87.2
Gross profit	15.1	12.8
Operating expenses:		
Selling, general and administrative	60.5	61.4
Impairment, restructuring and other	(0.2)	1.2
Product registration and recall matters	—	0.2
Other income, net	(0.5)	(0.4)
Loss from operations	(44.7)	(49.6)
Interest expense	6.4	7.7
Loss from continuing operations before income taxes	(51.1)	(57.3)
Income tax benefit from continuing operations	(17.9)	(20.7)
Loss from continuing operations	(33.2)	(36.6)
Income (loss) from discontinued operations, net of tax	0.3	(0.4)
Net loss	(32.9)%	(37.0)%

### Net Sales

Net sales for the three months ended December 29, 2012, were \$205.8 million, an increase of 3.1% from net sales of \$199.6 million for the three months ended December 31, 2011. The change in net sales was attributable to the following:

	THREE MONTHS ENDED
	DECEMBER 29, 2012
Volume	2.7%
Pricing	—
Foreign exchange rates	0.3
Acquisitions	0.1
Net sales increase	3.1%

The increase in net sales for the three months ended December 29, 2012, was primarily driven by:

- increased volume within our Scotts LawnService® segment due to increased customer count and a weather driven delay of sales from the fourth quarter of fiscal 2012 to the first quarter of 2013;
- increased volume in our Global Consumer segment, driven by an increase in U.S. sales of fertilizers and control products, partially offset by a decline in Europe and wild bird food products;
- favorable impact of foreign exchange rates as a result of a slight weakening of the U.S. dollar relative to other currencies;
- partially offset by a decrease in sales for the three months ended December 29, 2012, related to ICL supply agreements, which were entered into in connection with the sale of Global Pro in February 2011.

## Cost of Sales

The following table shows the major components of cost of sales:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Materials	\$ 96.0	\$ 93.7
Manufacturing labor and overhead	26.6	26.4
Distribution and warehousing	38.4	36.0
Roundup® reimbursements	13.7	17.9
	<u>\$ 174.7</u>	<u>\$ 174.0</u>

Factors contributing to the change in cost of sales are outlined in the following table:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	
	(In millions)	
Material costs	\$	1.0
Volume and product mix		3.5
Roundup® reimbursements		(4.2)
Foreign exchange rates		0.4
Change in cost of sales	<u>\$</u>	<u>0.7</u>

The increase in cost of sales, for the three months ended December 29, 2012, was primarily driven by:

- higher costs resulting from the impact of higher sales volume;
- unfavorable impact of foreign exchange rates as a result of a slight weakening of the U.S. dollar relative to other currencies;
- partially offset by lower reimbursements attributable to our marketing agreement with Monsanto.

## Gross Profit

As a percentage of net sales, our gross profit rate was 15.1% and 12.8% for the three months ended December 29, 2012 and December 31, 2011, respectively. Factors contributing to the change in gross profit rate are outlined in the following table:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	
Pricing		— %
Material costs		(0.5)
Product mix and volume:		
Roundup® commissions and reimbursements		0.3
Corporate & Other		0.2
Scotts LawnService®		2.0
Global Consumer mix and volume		0.3
Change in gross profit rate		<u>2.3 %</u>

The increase in the gross profit rate, for the three months ended December 29, 2012, was primarily driven by:

- increased volume within our Scotts LawnService® segment due to increased customer count and a weather driven delay of sales from the fourth quarter of fiscal 2012 to the first quarter of 2013;
- improved sales mix in our Global Consumer segment, primarily the result of increased sales in the U.S. of fertilizer and control products;
- reduced activity attributable to our marketing agreement with Monsanto, which historically does not generate profit until the second quarter;
- decreased sales in the first quarter associated with our supply agreements with ICL, which commenced with the sale of Global Pro in February of 2011 and do not generate gross profit.



### **Selling, General and Administrative Expenses**

The following table sets forth the components of selling, general and administrative expenses:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Advertising	\$ 9.5	\$ 9.2
Share-based compensation	1.9	1.6
Research and development	10.4	12.1
Amortization of intangibles	2.0	2.1
Other selling, general and administrative	100.7	97.5
	<u>\$ 124.5</u>	<u>\$ 122.5</u>

Selling, general and administrative (“SG&A”) expenses increased \$2.0 million, or 1.6%, to \$124.5 million for the first quarter of fiscal 2013 compared to the same period of fiscal 2012. The increase in other SG&A of \$3.2 million was driven by an increase in employee related costs, including severance, partially offset by certain cost productivity initiatives.

### **Impairment, Restructuring and Other**

For the three months ended December 29, 2012, we recognized income of \$4.7 million related to the reimbursement by a vendor of a portion of the costs incurred for the development and commercialization of products including the active ingredient MAT 28 for the Global Consumer segment. We also recognized a \$4.3 million asset impairment charge as a result of issues with the commercialization of an insect repellent technology for the Global Consumer segment.

In continuation of the restructuring plan we initiated in fiscal 2011, the Company incurred \$2.4 million in restructuring costs in the first quarter of fiscal 2011. These costs consisted primarily of \$1.3 million of termination benefits provided to employees who accepted voluntary retirement, \$0.5 million of special termination benefits to be provided to certain employees upon future separation and \$0.2 million related to curtailment charges for our U.S. defined benefit pension and U.S. retiree medical plans.

### **Other Income, net**

Other income was \$1.1 million for the three months ended December 29, 2012 compared to \$0.6 million for the three months ended December 31, 2011. Other income is comprised of activities outside our normal business operations, such as royalty income from the licensing of certain of our brand names, franchise fee income from our Scotts LawnService® business, foreign exchange gains/losses and gains/losses from the sale of non-inventory assets.

### **Interest Expense**

Interest expense was \$13.2 million for the three months ended December 29, 2012 compared to \$15.3 million for the three months ended December 31, 2011. Excluding the impact of foreign exchange rates, average borrowings declined by approximately \$48.0 million during the three months ended December 29, 2012, as compared to the same prior year period. Additionally, there was a decline in our weighted average interest rate of 61 basis points associated with the expiration of a 5.20% interest rate swap agreement in the second quarter of fiscal 2012.

### **Income Tax Expense**

The effective tax rate related to continuing operations for the three months ended December 29, 2012 was 35.0% compared to 36.0% for the three months ended December 31, 2011. The effective tax rate used for interim purposes was based on management’s best estimate of factors impacting the effective tax rate for the full fiscal year. Factors affecting the estimated effective tax rate include assumptions as to income by jurisdiction (domestic and foreign), the availability and utilization of tax credits and the existence of elements of income and expense that may not be taxable or deductible. The estimated effective tax rate is subject to revision in later interim periods and at fiscal year end as facts and circumstances change during the course of the fiscal year. There can be no assurances that the effective tax rate estimated for interim financial reporting purposes will approximate the effective tax rate determined at fiscal year end.

### Loss from Continuing Operations

We reported a loss from continuing operations of \$68.3 million, or \$1.11 per diluted share, for the first quarter of fiscal 2013 compared to \$73.1 million, or \$1.20 per diluted share, for the first quarter of fiscal 2012. We anticipated a loss in our first fiscal quarter due to the seasonal nature of our business, in which sales are heavily weighted to the spring and summer selling seasons. The decrease in our loss from continuing operations for the first three months of fiscal 2013 was driven primarily by the impact of higher volume, partially offset by higher general and administrative expenses and a reduced tax benefit due to a reduction in the effective tax rate. Diluted average common shares used in the diluted net income per common share calculation were 61.4 million for the first quarter of fiscal 2012 compared to 60.9 million for the same period a year ago.

### SEGMENT RESULTS

Our continuing operations are divided into the following reportable segments: Global Consumer and Scotts LawnService®. This division of reportable segments is consistent with how the segments report to and are managed by the chief operating decision maker of the Company. Corporate & Other consists of revenues and expenses associated with our supply agreements with ICL and amortization related to the Roundup® Marketing Agreement, as well as corporate, general and administrative expenses and certain other income/expense items not allocated to the business segments.

Segment performance is evaluated based on several factors, including income from continuing operations before amortization, product registration and recall costs, and impairment, restructuring and other charges, which is not a measure recognized under GAAP. Senior management uses this measure of operating profit to gauge segment performance because we believe this measure is most indicative of performance trends and the overall earnings potential of each segment.

The following table sets forth net sales by segment:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Global Consumer	\$ 153.2	\$ 149.1
Scotts LawnService®	44.8	37.6
Segment total	198.0	186.7
Corporate & Other	7.8	12.9
Consolidated	\$ 205.8	\$ 199.6

The following table sets forth segment loss from continuing operations before income taxes:

	THREE MONTHS ENDED	
	DECEMBER 29, 2012	DECEMBER 31, 2011
	(In millions)	
Global Consumer	\$ (68.7)	\$ (69.5)
Scotts LawnService®	(0.9)	(4.6)
Segment total	(69.6)	(74.1)
Corporate & Other	(20.2)	(19.7)
Intangible asset amortization	(2.5)	(2.5)
Product registration and recall matters	—	(0.3)
Impairment, restructuring and other	0.4	(2.4)
Interest expense	(13.2)	(15.3)
Consolidated	\$ (105.1)	\$ (114.3)

### Global Consumer

Global Consumer segment net sales were \$153.2 million in the first quarter of fiscal 2013, an increase of 2.7% from the first quarter of fiscal 2012. For the three months ended December 29, 2012, volume, pricing and foreign exchange rates favorably impacted net sales by 2.1%, 0.3% and 0.3%, respectively. Net sales in the U.S. increased \$3.7 million, or 3.6% for the first quarter of fiscal 2013 as compared to the same periods in fiscal 2012. The increase in U.S. net sales was driven by higher sales of fertilizer and control products, partially offset by a decline in wild bird food products and in revenues attributable to our marketing agreement with Monsanto. Excluding the impact of changes in foreign exchange rates, net sales internationally decreased by \$0.1 million,

or 0.3% for the first quarter of fiscal 2013. The decrease in sales internationally was primarily driven by a decline in year-to-date net sales in the U.K. and France.

Global Consumer segment operating loss decreased by \$0.8 million, or 1.2%, in the first quarter of fiscal 2013, as compared to the same period of fiscal 2012. Excluding the impact of changes in foreign exchange rates, the increase was 0.8% for the first quarter of fiscal 2013. The increase was primarily driven by the impact of the volume increase in the U.S., partially offset by the impact of the volume decline in Europe.

#### **Scotts LawnService®**

Scotts LawnService® net sales increased by \$7.2 million, or 19.1%, in the first quarter of fiscal 2013, as compared to the same period of fiscal 2012. The increase in net sales was driven by increased customer count and a weather driven delay of sales from the fourth quarter of fiscal 2012 to the first quarter of 2013.

The operating loss for Scotts LawnService® decreased by \$3.7 million, or 80.4%, in the first quarter of fiscal 2013, as compared to the same period of fiscal 2012. The improved performance was driven by higher net sales and improved gross margin rate, partially offset by higher SG&A spending.

#### **Corporate & Other**

The net operating loss for Corporate & Other was \$20.2 million and \$19.7 million for the three months ended December 29, 2012 and December 31, 2011, respectively. The increased loss was primarily related to employee related costs, including severance, partially offset by cost productivity initiatives.

### **LIQUIDITY AND CAPITAL RESOURCES**

#### **Operating Activities**

Cash used in operating activities totaled \$168.6 million and \$201.1 million for the three months ended December 29, 2012 and December 31, 2011, respectively. Cash used by operating activities declined \$32.5 million primarily due to a decrease in cash used for working capital of \$20.8 million and lower net loss of \$6.2 million. The decrease in cash used for working capital was primarily due to reduced inventory levels compared to prior year as a result of improved inventory management.

#### **Investing Activities**

Cash used in investing activities totaled \$28.1 million for the three months ended December 29, 2012, compared to cash used by investing activities of \$16.4 million for the comparable period in fiscal 2012. Cash used for investments in property, plant and equipment during the first three months of fiscal 2013 and fiscal 2012 was \$25.0 million and \$16.4 million, respectively, primarily related to increasing efficiencies at existing production facilities. Additionally, during the three months ended December 29, 2012, we completed acquisitions of two franchisee businesses within our Scotts LawnService® segment.

#### **Financing Activities**

Financing activities provided cash of \$180.8 million and \$214.3 million for the three months ended December 29, 2012 and December 31, 2011, respectively. The decrease in cash provided by financing activities was primarily the result of lower net borrowings under our credit facility of \$41.7 million during the first quarter of fiscal 2013, a decrease in net cash received from stock option activity of \$8.3 million, partially offset by repurchases of our common shares of \$17.5 million.

#### **Cash and Cash Equivalents**

Our cash and cash equivalents were held in cash depository accounts with major financial institutions around the world or invested in high quality, short-term liquid investments with a balance of \$115.6 million as of December 29, 2012, compared to \$127.8 million as of December 31, 2011. The cash and cash equivalents balance at December 29, 2012 included \$113.0 million held by controlled foreign corporations. Our current plans do not demonstrate a need to, nor do we have plans to, repatriate the retained earnings from these foreign corporations as the earnings are indefinitely reinvested. However, in the future, if we determine it is necessary to repatriate these funds, or we sell or liquidate any of these foreign corporations, we may be required to pay associated taxes on the repatriation.

## ***Borrowing Agreements***

Our primary sources of liquidity are cash generated by operations and borrowings under our credit agreement, which is guaranteed by substantially all of Scotts Miracle-Gro's domestic subsidiaries. On June 30, 2011, Scotts Miracle-Gro and certain of its subsidiaries entered into a second amended and restated senior secured credit facility, providing for revolving loans in the aggregate principal amount of up to \$1.7 billion over a five-year term. Borrowings may be made in various currencies including U.S. dollars, Euros, British pounds, Australian dollars and Canadian dollars. Under this credit facility, we may request up to an additional \$450 million in revolving and/or term commitments, subject to certain specified conditions, including approval from our lenders.

Under our credit facility, we have the ability to issue letter of credit commitments up to \$75 million. At December 29, 2012, we had letters of credit in the aggregate face amount of \$24.2 million outstanding and \$1.1 billion of availability under our credit facility.

On November 15, 2012, we entered into a new Master Accounts Receivable Purchase Agreement (the "2012 MARP Agreement"), with an initial stated termination date of October 30, 2013, or such later date as may be mutually agreed by the Company and the banks party thereto. The 2012 MARP Agreement, which is uncommitted, provides for the discretionary sale by the Company, and the discretionary purchase by the banks, on a revolving basis, of accounts receivable generated by sales to three specified debtors in an aggregate amount not to exceed \$400 million, with debtor sublimits ranging from \$100 million to \$200 million. Under the terms of the 2012 MARP Agreement, the banks have the opportunity, but not the obligation, to purchase those accounts receivable offered by us at a discount (from the agreed base value thereof) effectively equal to the greater of 7-day or 3-month LIBOR plus 0.75%.

We account for the sale of receivables under the 2012 MARP Agreement as short-term debt and continue to carry the receivables on our Consolidated Balance Sheet, primarily as a result of our right to repurchase receivables sold. There were no short-term borrowings under the 2012 MARP Agreement as of December 29, 2012 and \$5.4 million as of December 31, 2011.

As of December 29, 2012, we were in compliance with all debt covenants. Our credit facility contains, among other obligations, an affirmative covenant regarding our leverage ratio, calculated as indebtedness relative to our earnings before interest, taxes, depreciation and amortization. Under the terms of the credit facility, the maximum leverage ratio was 3.50 as of December 29, 2012. Our leverage ratio was 2.80 at December 29, 2012. Our credit facility also includes an affirmative covenant regarding our interest coverage. Under the terms of the credit facility, the minimum interest coverage ratio was 3.50 for the twelve months ended December 29, 2012. Our interest coverage ratio was 5.25 for the twelve months ended December 29, 2012.

We continue to monitor our compliance with the leverage ratio, interest coverage ratio and other covenants contained in the credit facility and, based upon our current operating assumptions, we expect to remain in compliance with the permissible leverage ratio and interest coverage ratio throughout fiscal 2013. However, an unanticipated charge to earnings, an increase in debt or other factors could materially affect our ability to remain in compliance with the financial or other covenants of our credit facility, potentially causing us to have to seek an amendment or waiver from our lending group which could result in repricing of our credit facility. While we believe we have good relationships with our banking group, we can provide no assurance that such a request would result in a modified or replacement credit facility on reasonable terms, if at all.

In our opinion, cash flows from operations and borrowings under our credit agreement will be sufficient to meet debt service and working capital needs during fiscal 2013, and thereafter for the foreseeable future. However, we cannot ensure that our business will generate sufficient cash flow from operations or that future borrowings will be available under our credit facility in amounts sufficient to pay indebtedness or fund other liquidity needs. Actual results of operations will depend on numerous factors, many of which are beyond our control.

## ***Judicial and Administrative Proceedings***

We are party to various pending judicial and administrative proceedings arising in the ordinary course of business, including, among others, proceedings based on accidents or product liability claims and alleged violations of environmental laws. We have reviewed these pending judicial and administrative proceedings, including the probable outcomes, reasonably anticipated costs and expenses, and the availability and limits of our insurance coverage, and have established what we believe to be appropriate reserves. We do not believe that any liabilities that may result from these pending judicial and administrative proceedings are reasonably likely to have a material effect on our financial condition, results of operations or cash flows; however, there can be no assurance that future quarterly or annual operating results will not be materially affected by final resolution of these matters.

## ***Contractual Obligations***

There have been no material changes outside of the ordinary course of business, in our outstanding contractual obligations since the end of fiscal 2012 and through December 29, 2012.

## **REGULATORY MATTERS**

We are subject to local, state, federal and foreign environmental protection laws and regulations with respect to our business operations and believe we are operating in substantial compliance with, or taking actions aimed at ensuring compliance with, such laws and regulations. We are involved in several legal actions with various governmental agencies related to environmental matters. While it is difficult to quantify the potential financial impact of actions involving these environmental matters, particularly remediation costs at waste disposal sites and future capital expenditures for environmental control equipment, in the opinion of management, the ultimate liability arising from such environmental matters, taking into account established reserves, should not have a material effect on our financial condition, results of operations or cash flows. However, there can be no assurance that the resolution of these matters will not materially affect our future quarterly or annual results of operations, financial condition or cash flows. Additional information on environmental matters affecting us is provided in Scotts Miracle Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012, under "ITEM 1. BUSINESS — Regulatory Considerations" and "ITEM 3. LEGAL PROCEEDINGS."

## **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

The preceding discussion and analysis of our consolidated results of operations and financial condition should be read in conjunction with our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012 includes additional information about us, our operations, our financial condition, our critical accounting policies and accounting estimates, and should be read in conjunction with this Quarterly Report on Form 10-Q.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Market risks have not changed significantly from those disclosed in Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012.

### **ITEM 4. CONTROLS AND PROCEDURES**

The Scotts Miracle-Gro Company (the "Registrant") maintains "disclosure controls and procedures," as such term is defined under Exchange Act Rule 13a-15(e), that are designed to ensure that information required to be disclosed in the Registrant's Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Registrant's management, including its principal executive officer and its principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, the Registrant's management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance, the Registrant's management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

With the participation of the principal executive officer and principal financial officer of the Registrant, the Registrant's management has evaluated the effectiveness of the Registrant's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the fiscal quarter covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, the Registrant's principal executive officer and principal financial officer have concluded that the Registrant's disclosure controls and procedures were effective at the reasonable assurance level.

In addition, there were no changes in the Registrant's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the Registrant's fiscal quarter ended December 29, 2012 that have materially affected, or are reasonably likely to materially affect, the Registrant's internal control over financial reporting.

## **PART II—OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

Other than as discussed in "NOTE 11. CONTINGENCIES" of the Notes to Condensed Consolidated Financial Statements, pending material legal proceedings have not changed significantly since those disclosed in Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012.

### **ITEM 1A. RISK FACTORS**

The Company's risk factors as of December 29, 2012 have not changed materially from those described in "ITEM 1A. RISK FACTORS" in Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012.

#### **Cautionary Note Regarding Forward-Looking Statements**

This Quarterly Report on Form 10-Q, including the exhibits hereto and the information incorporated by reference herein, contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to risks and uncertainties. Other than statements of historical fact, information regarding activities, events and developments that we expect or anticipate will or may occur in the future, including, but not limited to, information relating to our future growth and profitability targets and strategies designed to increase total shareholder value, are forward-looking statements based on management's estimates, assumptions and projections. Forward-looking statements also include, but are not limited to, statements regarding our future economic and financial condition and results of operations, the plans and objectives of management and our assumptions regarding our performance and such plans and objectives, as well as the amount and timing of repurchases of Scotts Miracle-Gro common shares. These forward-looking statements generally can be identified through the use of words such as "guidance," "outlook," "projected," "believe," "target," "predict," "estimate," "forecast," "strategy," "may," "goal," "expect," "anticipate," "intend," "plan," "foresee," "likely," "will," "should" and other similar words and variations.

Forward-looking statements contained in this Quarterly Report on Form 10-Q are predictions only and actual results could differ materially from management's expectations due to a variety of factors, including those described in "ITEM 1A. RISK

FACTORS” in Scotts Miracle-Gro's Annual Report on Form 10-K for the fiscal year ended September 30, 2012. All forward-looking statements attributable to us or persons working on our behalf are expressly qualified in their entirety by such risk factors.

The forward-looking statements that we make in this Quarterly Report on Form 10-Q are based on management's current views and assumptions regarding future events and speak only as of their dates. We disclaim any obligation to update developments of these risk factors or to announce publicly any revisions to any of the forward-looking statements that we make, or to make corrections to reflect future events or developments, except as required by the federal securities laws.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The payment of future dividends, if any, on the Common Shares will be determined by the Board of Directors in light of conditions then existing, including the Company's earnings, financial condition and capital requirements, restrictions in financing agreements, business conditions and other factors. The Company's credit facility restricts future dividend payments to an aggregate of \$125 million annually through fiscal 2013 and \$150 million annually beginning in fiscal 2014 if our leverage ratio, after giving effect to any such annual dividend payment, exceeds 2.50. Our leverage ratio was 2.80 at December 29, 2012.

### (a) Issuer Purchases of Equity Securities

The following table shows the purchases of Common Shares made by or on behalf of Scotts Miracle-Gro or any “affiliated purchaser” (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934, as amended) of Scotts Miracle-Gro for each fiscal month in the three months ended December 29, 2012:

Period	Total Number of Common Shares Purchased(1)	Average Price Paid per Common Share(2)	Total Number of Common Shares Purchased as Part of Publicly Announced Plans or Programs(3)	Approximate Dollar Value of Common Shares That May Yet be Purchased Under the Plans or Programs(3)
October 1 through October 27, 2012	183	\$ 41.81	—	\$ 298,816,786
October 28, 2012 through November 24, 2012	181	\$ 41.63	—	\$ 298,816,786
November 25, 2012 through December 29, 2012	1,283	\$ 42.05	—	\$ 298,816,786
Total	1,647	\$ 41.98	—	

(1) Amounts in this column represent Common Shares purchased by the trustee of the rabbi trust established by the Company as permitted pursuant to the terms of The Scotts Company LLC Executive Retirement Plan (the “ERP”). The ERP is an unfunded, non-qualified deferred compensation plan which, among other things, provides eligible employees the opportunity to defer compensation above specified statutory limits applicable to The Scotts Company LLC Retirement Savings Plan and with respect to any Executive Management Incentive Pay (as defined in the ERP), Performance Award (as defined in the ERP) or other bonus awarded to such eligible employees. Pursuant to the terms of the ERP, each eligible employee has the right to elect an investment fund, including a fund consisting of Common Shares (the “Scotts Miracle-Gro Common Stock Fund”), against which amounts allocated to such employee's account under the ERP, including employer contributions, will be benchmarked (all ERP accounts are bookkeeping accounts only and do not represent a claim against specific assets of the Company). Amounts allocated to employee accounts under the ERP represent deferred compensation obligations of the Company. The Company established the rabbi trust in order to assist the Company in discharging such deferred compensation obligations. When an eligible employee elects to benchmark some or all of the amounts allocated to such employee's account against the Scotts Miracle-Gro Common Stock Fund, the trustee of the rabbi trust purchases the number of Common Shares equivalent to the amount so benchmarked. All Common Shares purchased by the trustee are purchased on the open market and are held in the rabbi trust until such time as they are distributed pursuant to the terms of the ERP. All assets of the rabbi trust, including any Common Shares purchased by the trustee, remain, at all times, assets of the Company, subject to the claims of its creditors. The terms of the ERP do not provide for a specified limit on the number of Common Shares that may be purchased by the trustee of the rabbi trust.

(2) The average price paid per Common Share is calculated on a settlement basis and includes commissions.

(3) In August 2010, the Scotts Miracle-Gro Board of Directors authorized the repurchase of up to \$500 million of the Common Shares over a four-year period (through September 30, 2014). On May 4, 2011, the Scotts Miracle-Gro Board of Directors authorized the repurchase of up to an additional \$200 million of the Common Shares, resulting in authority to repurchase up to a total of \$700 million of the Common Shares through September 30, 2014. The dollar amounts in the “Approximate Dollar Value” column reflect the total \$700 million authorized repurchase program.

## **ITEM 5. OTHER INFORMATION**

As previously disclosed in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 28, 2013, David C. Evans has decided to resign as the Company's Chief Financial Officer and Executive Vice President, Strategy and Business Development. Mr. Evans' resignation will become effective February 8, 2013. Until a final decision is reached on Mr. Evans' successor, Thomas ("Randy") Coleman, Senior Vice President of Global Operating Finance for The Scotts Company LLC ("Scotts LLC"), will assume on an interim basis the role of principal financial officer for the Company, effective February 8, 2013. Mr. Coleman, age 43, has served as Senior Vice President, Global Operating Finance for Scotts LLC, a wholly owned subsidiary of the Company, since January 2011. Prior to that, Mr. Coleman served as Senior Vice President, North America Finance of Scotts LLC from November 2007 until January 2011. Mr. Coleman holds a bachelor's degree in accounting from The Ohio State University.

## **ITEM 6. EXHIBITS**

See Index to Exhibits at page 42 for a list of the exhibits included herewith.



SIGNATURES

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, thereunto duly authorized.

THE SCOTTS MIRACLE-GRO COMPANY

Date: February 7, 2013

/s/ DAVID C. EVANS

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David C. Evans

Chief Financial Officer and Executive Vice President,  
Strategy and Business Development

(Principal Financial and Principal Accounting Officer)

(Duly Authorized Officer)

THE SCOTTS MIRACLE-GRO COMPANY  
 QUARTERLY REPORT ON FORM 10-Q  
 FOR THE QUARTERLY PERIOD ENDED DECEMBER 29, 2012

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION	LOCATION
10.1	The Scotts Miracle-Gro Company Long-Term Incentive Plan (effective as of January 17, 2013)	Incorporated herein by reference to the Registrant's Current Report on Form 8-K filed January 24, 2013 (File No. 1-11593) [Exhibit 10.1]
10.2	Specimen form of Deferred Stock Unit Award Agreement for Nonemployee Directors (with Related Dividend Equivalents) used to evidence grants of Deferred Stock Units which may be made under The Scotts Miracle-Gro Company Long-Term Incentive Plan (Deferral of Cash Retainer — post-January 17, 2013 version)	*
10.3	Specimen form of Deferred Stock Unit Award Agreement for Nonemployee Directors (with Related Dividend Equivalents) used to evidence grants of Deferred Stock Units which may be made under The Scotts Miracle-Gro Company Long-Term Incentive Plan (post-January 17, 2013 version)	*
10.4	Specimen form of Deferred Stock Unit Award Agreement for Nonemployee Directors (with Related Dividend Equivalents) used to evidence grants of Deferred Stock Units made on January 18, 2013 to William G. Jurgensen under The Scotts Miracle-Gro Company Long-Term Incentive Plan	*
10.5	Specimen form of Restricted Stock Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants of Restricted Stock Units which may be made under The Scotts Miracle-Gro Company Long-Term Incentive Plan (post-January 17, 2013 version)	*
10.6	Specimen form of Performance Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants of Performance Units which may be made under The Scotts Miracle-Gro Company Long-Term Incentive Plan (post-January 17, 2013 version)	*
10.7	Specimen form of Nonqualified Stock Option Award Agreement for Employees used to evidence grants of Nonqualified Stock Options which may be made under The Scotts Miracle-Gro Company Long-Term Incentive Plan (post-January 17, 2013 version)	*
10.8	First Amendment to The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2011 (effective as of January 1, 2011)	*
10.9	Second Amendment to The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2011 (effective as of January 1, 2012)	*
10.10	Third Amendment to The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2011 (effective as of January 1, 2013)	*
31.1	Rule 13a-14(a)/15d-14(a) Certifications (Principal Executive Officer)	*
31.2	Rule 13a-14(a)/15d-14(a) Certifications (Principal Financial Officer)	*
32	Section 1350 Certifications (Principal Executive Officer and Principal Financial Officer)	*
101.INS	XBRL Instance Document	*
101.SCH	XBRL Taxonomy Extension Schema	*
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	*
101.DEF	XBRL Taxonomy Extension Definition Linkbase	*
101.LAB	XBRL Taxonomy Extension Label Linkbase	*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	*

\* Included herewith

## Deferral of 2013 Cash Retainer

THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)DEFERRED STOCK UNIT AWARD AGREEMENT  
FOR NONEMPLOYEE DIRECTORS  
(WITH RELATED DIVIDEND EQUIVALENTS)DEFERRED STOCK UNITS CREDITED TO  
[Director's Name]

The Scotts Miracle-Gro Company ("Company") believes that its business interests are best served by ensuring that you have an opportunity to share in the Company's business success. To this end, the Company adopted The Scotts Miracle-Gro Company Long-Term Incentive Plan as Amended and Restated January 17, 2013 ("the Plan") through which members of its Board of Directors, like you, may acquire (or share in the appreciation of) common shares, without par value, of the Company ("Shares"). Capitalized terms that are not defined in this Deferred Stock Unit Award Agreement ("Award Agreement") have the same meanings as in the Plan.

This Award Agreement describes the deferred stock units ("DSUs") which you will be credited with upon conversion of quarterly installments of the annual cash retainer payable to you by the Company and the terms and conditions of your DSUs. To ensure you fully understand these terms and conditions, you should:

- Read the Plan and this Award Agreement carefully; and
- Contact [Title], at [Telephone Number] if you have any questions about your Award. Or, you may send a written inquiry to the address shown below:

The Scotts Miracle-Gro Company  
Attention: [Title]  
14111 Scottslawn Road  
Marysville, Ohio 43041

Also, no later than [Insert Date], you must return a signed copy of this Award Agreement to:

[Third Party Administrator]  
Attention: [TPA Contact's Name]  
[TPA Contact's Name]

[TPA Telephone Number]

The Company intends that the DSUs credited under this Award Agreement satisfy the requirements of Section 409A of the Code and that this Award Agreement be so administered and construed. You agree that the Company may modify this Award Agreement, without any further consideration, to

fulfill this intent, even if those modifications change the terms of your DSUs and reduce their value or potential value.

## 1. DESCRIPTION OF YOUR DEFERRED STOCK UNITS

You have elected to convert [**\$dollar amount**] of each quarterly installment of the annual cash retainer paid to you by the Company (“Amount Deferred”) into DSUs, subject to the terms and conditions of the Plan and this Award Agreement. As of each date on which the Amount Deferred would otherwise be paid (each a “Conversion Date”), you will be credited with a number of DSUs and an equal number of related dividend equivalents, determined by dividing the Amount Deferred by the Fair Market Value of a Share. The number of DSUs credited to you each quarter will be reflected on Schedule A, as updated by the Company after each Conversion Date during 2013.

Each whole DSU represents the right to receive one full Share at the time and in the manner described in this Award Agreement. Each dividend equivalent represents the right to receive additional DSUs (determined in accordance with Section 3(c)) in respect of the dividends that are declared and paid during the period beginning on the relevant Conversion Date and ending on the Settlement Date (as described in Section 2(b)) with respect to the Shares represented by the related DSU.

## 2. VESTING AND SETTLEMENT

(a) **Vesting.** Your DSUs (and any related dividend equivalents received pursuant to Section 3(c) following the Conversion Date) will be 100% vested on the date they are credited to you.

(b) **Settlement.** Subject to the terms of the Plan, your vested DSUs shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days, following the earliest to occur of: (i) your Termination (as defined below); (ii) your death; (iii) the date you become Disabled (as defined below); or (iv) **January 31, 2016** (the “Settlement Date”). Your whole DSUs shall be settled in full Shares, and any fractional DSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.

(c) **Definitions.** For purposes of this Award Agreement:

(i) “Disabled” means that you have been determined to be totally disabled by the Social Security Administration.

(ii) “Termination” (or any form thereof) means your “separation from service” from the Company, as defined in Section 409A of the Code.

## 3. GENERAL TERMS AND CONDITIONS

(a) **AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

(b) **RIGHTS BEFORE YOUR DSUs ARE SETTLED.** Except as provided in Section 3(c) below, you will have none of the rights of a shareholder with respect to Shares underlying the

DSUs credited to you under this Award Agreement unless and until you become the record holder of such Shares.

(c) **DIVIDEND EQUIVALENTS.** With respect to each dividend equivalent:

(i) If a cash dividend is declared and paid on the Shares underlying the DSUs credited to you under this Award Agreement, you will receive an additional number of DSUs equal to the quotient of:

(A) the product of (I) such number of DSUs (including additional DSUs previously received in accordance with this Section 3(c)) that have not been settled as of the dividend payment date, multiplied by (II) the amount of the cash dividend paid per Share; divided by

(B) the Fair Market Value (which shall be equal to the closing price) of a Share on the date such cash dividend is paid.

Any additional DSUs credited pursuant to this Section 3(c)(i) shall be subject to the same terms and conditions as the DSUs credited to you pursuant to Section 1 above.

(ii) If a Share dividend is declared and paid on the Shares underlying the DSUs credited under this Award Agreement, you will receive an additional number of DSUs equal to the product of (A) such number of DSUs (including additional DSUs previously received in accordance with this Section 3(c)) that have not been settled as of the dividend payment date, multiplied by (B) the dividend paid per Share. Any additional DSUs credited pursuant to this Section 3(c)(ii) shall be subject to the same terms and conditions as the DSUs credited pursuant to Section 1 above.

(iii) Any fractional number of DSUs resulting from the calculations under this Section 3(c) shall be rounded to the nearest whole Share.

(d) **BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive any DSUs and related dividend equivalents that are settled after you die. This may be done only on a Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form does not need to be completed now and is not required as a condition of receiving DSUs upon conversion of the Amount Deferred. However, if you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(e) **TRANSFERRING YOUR DSUs AND RELATED DIVIDEND EQUIVALENTS.** Normally your DSUs and related dividend equivalents may not be transferred to another person. However, as described in Section 3(d), you may complete a Beneficiary Designation Form to name the person to receive any DSUs and related dividend equivalents that are settled after you die. Also, the Committee may allow you to place your DSUs and dividend equivalents into a trust established for your benefit or the benefit of your family. Contact [**Third Party Administrator**] at [**TPA Telephone Number**] or at the address given above if you are interested in doing this.

(f) **GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

(g) **OTHER AGREEMENTS.** Your DSUs and the related dividend equivalents will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement.

(h) **ADJUSTMENTS TO YOUR DSUs.** Subject to the terms of the Plan, your DSUs and the related dividend equivalents will be adjusted, if appropriate, to reflect any change to the Company's capital structure (e.g., the number of Shares underlying your DSUs will be adjusted to reflect a stock split).

(i) **OTHER RULES.** Your DSUs and dividend equivalents are subject to more rules described in the Plan. You should read the Plan carefully to ensure you fully understand all the terms and conditions of the crediting of DSUs and the related dividend equivalents under this Award Agreement.

#### 4. YOUR ACKNOWLEDGMENT OF AWARD CONDITIONS

By signing below, you acknowledge and agree that:

(a) A copy of the Plan has been made available to you;

(b) You understand and accept the terms and conditions of your DSUs;

(c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your DSUs or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your DSUs and reduce their value or potential value; and

(d) You must return a signed copy of this Award Agreement to the address given above before **[Insert Date]**. By signing below you acknowledge that the DSUs credited to you on each Conversion Date (as reflected on Schedule A for each Conversion Date) will be subject to the terms of the Plan and this Award Agreement.

**[Director's Name]**

THE SCOTTS MIRACLE-GRO COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

[Name of Company Representative]

[Title of Company Representative]

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)

DEFERRED STOCK UNIT AWARD AGREEMENT  
FOR NONEMPLOYEE DIRECTORS  
(WITH RELATED DIVIDEND EQUIVALENTS)

DEFERRED STOCK UNITS CREDITED TO  
[Director's Name]

SCHEDULE A

<u>Conversion Date</u>	<u>Amount Deferred</u>	<u>Applicable Share Price</u>	<u>Number of Deferred Stock Units</u>
January 18, 2013	[\$ <b>amount</b> ]	[\$ <b>price</b> ]	[# <b>TBD</b> ]
April 1, 2013	[\$ <b>amount</b> ]	[\$ <b>price</b> ]	[# <b>TBD</b> ]
July 1, 2013	[\$ <b>amount</b> ]	[\$ <b>price</b> ]	[# <b>TBD</b> ]
October 1, 2013	[\$ <b>amount</b> ]	[\$ <b>price</b> ]	[# <b>TBD</b> ]

Note: the Company will update Schedule A each quarter to reflect the number of additional DSUs to be credited to you on the applicable Conversion Date.

THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)

DEFERRED STOCK UNIT AWARD AGREEMENT  
FOR NONEMPLOYEE DIRECTORS  
(WITH RELATED DIVIDEND EQUIVALENTS)

DEFERRED STOCK UNITS GRANTED TO  
[Director's Name] ON [Grant Date]

This Award Agreement describes the type of Award that you have been granted and the terms and conditions of your Award.

**1. DESCRIPTION OF YOUR DEFERRED STOCK UNITS.** You have been granted [insert Number] deferred stock units (“DSUs”) and an equal number of related dividend equivalents. The “Grant Date” of your Award is [Grant Date]. Each whole DSU represents the right to receive one full Share at the time and in the manner described in this Award Agreement. Each dividend equivalent represents the right to receive additional DSUs (determined in accordance with Section 5) in respect of the dividends that are declared and paid during the period beginning on the Grant Date and ending on the Settlement Date (as described in Section 4(a)) with respect to the Share represented by the related DSU. To accept this Award Agreement, you must return a signed copy of this Award Agreement no later than [Date 30 Days After Grant Date], to [Third Party Administrator] (the “Third Party Administrator”) as follows:

[Third Party Administrator]  
Attention: [TPA Contact's Name]  
[TPA Contact's Address]  
[TPA Telephone Number]

**2. INCORPORATION OF PLAN AND DEFINITIONS.**

- (a) This Award Agreement and your DSUs are granted pursuant to and in accordance with the terms of The Scotts Miracle-Gro Company Long-Term Incentive Plan as amended and restated January 17, 2013 (the “Plan”). All provisions of the Plan are incorporated herein by reference, and your DSUs are subject to the terms of the Plan and this Award Agreement. To the extent there is a conflict between this Award Agreement and the Plan, the Plan will govern.
- (b) Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

**3. VESTING.** The DSUs described in this Award Agreement will vest as follows:



- (a) **General Vesting.** If your Board services continue from the Grant Date until the third anniversary of the Grant Date, in this case [**Vesting Date**] (the “Vesting Date”), your DSUs described in this Award Agreement will become 100% vested on the Vesting Date, including any DSUs received pursuant to Section 5 on or prior to the Vesting Date. Any DSUs received pursuant to Section 5 following the Vesting Date will be 100% vested on the date they are credited to you; or
- (b) **Accelerated Vesting.** Under the following circumstances, your DSUs described in this Award Agreement will vest earlier than the Vesting Date:
  - (i) If you Terminate because of your death or because you become Disabled (as defined below), all of your DSUs will become 100% vested as of the date of such event. For purposes of this Award Agreement, “Disabled” means that you have been determined to be totally disabled by the Social Security Administration; or
  - (ii) If you Terminate for a reason other than Cause after completing at least five full years of continuous service and are at least age 50, all DSUs will become 100% vested as of the date of such event.

#### 4. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, your vested DSUs shall ordinarily be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the earliest date to occur of: (i) your Termination; or (ii) the third anniversary of the Grant Date (the “Settlement Date”). Your whole DSUs shall be settled in full Shares, and any fractional DSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 5 below, you will have none of the rights of a shareholder with respect to Shares underlying the DSUs unless and until you become the record holder of such Shares.
- (c) Normally, your DSUs will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your DSUs will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

#### 5. DIVIDEND EQUIVALENTS. With respect to each dividend equivalent:

- (a) If a cash dividend is declared and paid on the Shares underlying the DSUs, you will receive an additional number of DSUs equal to the quotient of:
  - (i) The product of (I) the number of DSUs granted under this Award Agreement (including additional DSUs previously received in accordance with this

Section 5) that have not been settled as of the dividend payment date, multiplied by (II) the amount of the cash dividend paid per Share; divided by

(ii) The Fair Market Value (which shall be equal to the closing price) of a Share on the date such cash dividend is paid.

(b) If a Share dividend is declared and paid on the Shares underlying the DSUs, you will receive an additional number of DSUs equal to the product of:

(i) The number of DSUs granted under this Award Agreement (including additional DSUs previously received in accordance with this Section 5) that have not been settled as of the dividend payment date, multiplied by

(ii) The dividend paid per Share.

(c) Any additional DSUs credited pursuant to this Section 5 shall be subject to the same terms and conditions as the DSUs granted pursuant to Section 1 above.

(d) Any fractional number of DSUs resulting from the calculations under this Section 5 shall be rounded to the nearest whole Share.

**6. FORFEITURE.** Except as otherwise provided in Section 3, if you Terminate prior to the Vesting Date your DSUs will be forfeited immediately.

**7. AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

**8. BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive any DSUs and related dividend equivalents that vest before you die but are settled after you die. This may be done only on a Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form does not need to be completed now and is not required as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

**9. TRANSFERRING YOUR DSUs AND RELATED DIVIDEND EQUIVALENTS.** Except as described in Section 8, your DSUs and related dividend equivalents may not be transferred to another person. Also, the Committee may allow you to place your DSUs and related dividend equivalents into a trust established for your benefit or the benefit of your family. Contact the Third Party Administrator for further details.

**10. GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

**11. OTHER AGREEMENTS AND POLICIES.** Your DSUs and the related dividend equivalents will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement. Your DSUs and related dividend equivalents granted under the Plan shall be subject to any applicable Company clawback or recoupment policies, share trading policies and other policies that may be implemented by the Company from time to time.

**12. ADJUSTMENTS TO YOUR DSUs.** Subject to the terms of the Plan, your DSUs and the related dividend equivalents will be adjusted, if appropriate, to reflect any change to the Company's capital structure (*e.g.*, the number of Shares underlying your DSUs will be adjusted to reflect a stock split).

**13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.**

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your Award;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your Award or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your Award and reduce its value or potential value; and
- (d) You must return a signed copy of this Award Agreement to the address given above before **[Date 30 Days After Grant Date]**.

THE SCOTTS MIRACLE-GRO COMPANY

[Director's Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

[Name of Company Representative]

[Title of Company Representative]

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)**

**DEFERRED STOCK UNIT AWARD AGREEMENT  
FOR NONEMPLOYEE DIRECTORS  
(WITH RELATED DIVIDEND EQUIVALENTS)**

**DEFERRED STOCK UNITS GRANTED TO  
[Director's Name] ON [Grant Date]**

The Scotts Miracle-Gro Company ("Company") believes that its business interests are best served by ensuring that you have an opportunity to share in the Company's business success. To this end, the Company adopted The Scotts Miracle-Gro Company Long-Term Incentive Plan, as amended and restated January 17, 2013 ("Plan") through which members of its Board of Directors, like you, may acquire (or share in the appreciation of) common shares, without par value, of the Company ("Shares"). Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

This Award Agreement describes the type of Award that you have been granted and the terms and conditions of your Award. To ensure you fully understand these terms and conditions, you should:

- Read the Plan and this Award Agreement carefully; and
- Contact [Title] at [Telephone Number] if you have any questions about your Award. Or, you may send a written inquiry to the address shown below:

The Scotts Miracle-Gro Company  
Attention: [Title]  
14111 Scottslawn Road  
Marysville, Ohio 43041

Also, no later than [Date 30 Days After Grant Date], you must return a signed copy of this Award Agreement to:

[Third Party Administrator]  
Attention: [TPA Contact's Name]  
[TPA Contact's Address]

[TPA Telephone Number]

The Company intends that this Award satisfy the requirements of Section 409A of the Code and that this Award Agreement be so administered and construed. You agree that the Company may modify this Award Agreement, without any further consideration, to fulfill this intent, even if those modifications change the terms of your Award and reduce its value or potential value.

## 1. DESCRIPTION OF YOUR DEFERRED STOCK UNITS

You have been granted [**insert Number**] of deferred stock units (“DSUs”) and an equal number of related dividend equivalents, subject to the terms and conditions of the Plan and this Award Agreement. The “Grant Date” of your Award is [**insert Grant Date**]. Each whole DSU represents the right to receive one full Share at the time and in the manner described in this Award Agreement. Each dividend equivalent represents the right to receive additional DSUs (determined in accordance with Section 3(e)) in respect of the dividends that are declared and paid during the period beginning on the Grant Date and ending on the Settlement Date (as described in Section 2(b)) with respect to the Share represented by the related DSU.

## 2. VESTING AND SETTLEMENT

(a) **Vesting.** Subject to Sections 3(a) and 3(b), your DSUs will become 100% vested on [**insert third anniversary of the Grant Date**] (“Vesting Date”), including any DSUs received pursuant to Section 3(e) on or prior to the Vesting Date. Any DSUs received pursuant to Section 3(e) following the Vesting Date will be 100% vested on the date they are credited to you.

(b) **Settlement.** Subject to the terms of the Plan, your vested DSUs shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days, following the earliest to occur of: (i) your Termination; (ii) your death; (iii) the date you become Disabled (as defined below); or (iv) the third anniversary of the Grant Date (the “Settlement Date”). Your whole DSUs shall be settled in full Shares, and any fractional DSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date. For purposes of this Award Agreement, “Disabled” means that you have been determined to be totally disabled by the Social Security Administration.

## 3. GENERAL TERMS AND CONDITIONS

(a) **YOU MAY FORFEIT YOUR DSUs IF YOU TERMINATE.** Except as otherwise provided in this Section 3(a) and Section 3(b), you will forfeit your DSUs if you Terminate prior to the Vesting Date:

(i) If you Terminate for Cause (as defined below) prior to the Vesting Date, your DSUs will be forfeited immediately. For purposes of this Award Agreement, “Cause” means your conviction of, or plea of guilty or nolo contendere to, a felony.

(ii) If you (A) Terminate (other than for Cause) after completing at least one full term of continuous service on the Board of Directors, (B) die or (C) become Disabled, the DSUs granted during your first term will become 100% vested as of the date of such event.

(iii) If you Terminate for any reason not described in Section 3(a)(i) or 3(a)(ii) prior to the Vesting Date, your DSUs will be forfeited immediately.

(b) **CHANGE IN CONTROL.** Normally, your DSUs will vest and be settled only under the circumstances described in Sections 2 and 3(a). However, if there is a Change in Control, your DSUs will become 100% vested on the date of the Change in Control and will be settled as

described in the Plan. You should read the Plan carefully to ensure that you understand how this may happen.

(c) **AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

(d) **RIGHTS BEFORE YOUR DSUs ARE SETTLED.** Except as provided in Section 3(e) below, you will have none of the rights of a shareholder with respect to Shares underlying the DSUs unless and until you become the record holder of such Shares.

(e) **DIVIDEND EQUIVALENTS.** With respect to each dividend equivalent:

(i) If a cash dividend is declared and paid on the Shares underlying the DSUs, you will receive an additional number of DSUs equal to the quotient of:

(A) the product of (I) the number of DSUs granted under this Award Agreement (including additional DSUs previously received in accordance with this Section 3(e)) that have not been settled as of the dividend payment date, multiplied by (II) the amount of the cash dividend paid per Share; divided by

(B) the Fair Market Value (which shall be equal to the closing price) of a Share on the date such cash dividend is paid.

Any additional DSU credited pursuant to this Section 3(e)(i) shall be subject to the same terms and conditions as the DSUs granted pursuant to Section 1 above.

(ii) If a Share dividend is declared and paid on the Shares underlying the DSUs, you will receive an additional number of DSUs equal to the product of (A) the number of DSUs granted under this Award Agreement (including additional DSUs previously received in accordance with this Section 3(e)) that have not been settled as of the dividend payment date, multiplied by (B) the dividend paid per Share. Any additional DSUs credited pursuant to this Section 3(e)(ii) shall be subject to the same terms and conditions as the DSUs granted pursuant to Section 1 above.

(iii) Any fractional number of DSUs resulting from the calculations under this Section 3(e) shall be rounded to the nearest whole Share.

(f) **BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive any DSUs and related dividend equivalents that vest before you die but are settled after you die. This may be done only on a Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form does not need to be completed now and is not required as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

(g) **TRANSFERRING YOUR DSUs AND RELATED DIVIDEND EQUIVALENTS.** Normally your DSUs and the related dividend equivalents may not be transferred to another person. However, as described in Section 3(f), you may complete a Beneficiary Designation Form to name the person to receive any DSUs and related dividend equivalents that

vest before you die but are settled after you die. Also, the Committee may allow you to place your DSUs and dividend equivalents into a trust established for your benefit or the benefit of your family. Contact [**Third Party Administrator**] at [**TPA Telephone Number**] or at the address given above if you are interested in doing this.

(h) **GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

(i) **OTHER AGREEMENTS AND POLICIES.** Your DSUs and the related dividend equivalents will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement. Your DSUs and related dividend equivalents granted under the Plan shall be subject to any applicable Company clawback or recoupment policies, share trading policies and other policies that may be implemented by the Company from time to time.

(j) **ADJUSTMENTS TO YOUR DSUs.** Subject to the terms of the Plan, your DSUs and the related dividend equivalents will be adjusted, if appropriate, to reflect any change to the Company's capital structure (*e.g.*, the number of Shares underlying your DSUs will be adjusted to reflect a stock split).

(k) **OTHER RULES.** Your DSUs and dividend equivalents are subject to more rules described in the Plan. You should read the Plan carefully to ensure you fully understand all the terms and conditions of the grant of DSUs and the related dividend equivalents under this Award Agreement.

#### **4. YOUR ACKNOWLEDGMENT OF AWARD CONDITIONS**

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your Award;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your Award or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your Award and reduce its value or potential value; and

(d) You must return a signed copy of this Award Agreement to the address given above before **[Date 30 Days After Grant Date]**.

THE SCOTTS MIRACLE-GRO COMPANY

**[Director's Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

[Name of Company Representative]

[Title of Company Representative]

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_



**THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)**

**RESTRICTED STOCK UNIT AWARD AGREEMENT FOR EMPLOYEES  
(with related dividend equivalents)**

**RESTRICTED STOCK UNITS GRANTED TO  
[Grantee's Name] ON [Grant Date]**

This Award Agreement describes the type of Award that you have been granted and the terms and conditions of your Award.

**1. DESCRIPTION OF YOUR RESTRICTED STOCK UNITS.** You have been granted [**Number**] Restricted Stock Units (“RSUs”) and an equal number of related dividend equivalents. The “Grant Date” of your Award is [**Grant Date**]. Each whole RSU represents the right to receive one full Share at the time and in the manner described in this Award Agreement. Subject to Section 5 of this Award Agreement, each dividend equivalent represents the right to receive an amount equal to the dividends that are declared and paid during the period beginning on the Grant Date and ending on the Settlement Date (as described in Section 4(a) of this Award Agreement) with respect to the Share represented by the related RSU. To accept this Award Agreement, you must return a signed copy of this Award Agreement no later than [**Date 30 Days After Grant Date**], to [**Third Party Administrator**] (the “Third Party Administrator”) as follows:

[**Third Party Administrator**]  
Attention: [**TPA Contact's Name**]  
[**TPA Contact's Address**]  
[**TPA Telephone Number**]

**2. INCORPORATION OF PLAN AND DEFINITIONS.**

- (a) This Award Agreement and your RSUs are granted pursuant to and in accordance with The Scotts Miracle-Gro Company Long-Term Incentive Plan as amended and restated January 17, 2013 (the “Plan”). All provisions of the Plan are incorporated herein by reference, and your RSUs and related dividend equivalents are subject to the terms of the Plan and this Award Agreement. To the extent there is a conflict between this Award Agreement and the Plan, the Plan will govern.
- (b) Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

**3. VESTING.** Except as provided in Section 6 of this Award Agreement, the RSUs described in this Award Agreement will vest as follows:

- (a) **General Vesting.** If your employment continues from the Grant Date until the third anniversary of the Grant Date, in this case [**Vesting Date**] (the “Vesting Date”), your

RSUs described in this Award Agreement will become 100% vested on the Vesting Date; or

- (b) **Accelerated Vesting.** Under the following circumstances, your RSUs described in this Award Agreement will become 100% vested earlier than the Vesting Date:
- (i) If you Terminate because of your death or because you become Disabled (as defined below), your RSUs described in this Award Agreement will become 100% vested as of the date of such event and will be settled in accordance with Section 4 of this Award Agreement. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board; or
  - (ii) If you Terminate for a reason other than Cause after reaching age 55 and completing at least 10 years of employment with the Company, its Affiliates and/or its Subsidiaries, your RSUs described in this Award Agreement will become 100% vested as of the date of such event and will be settled in accordance with Section 4 of this Award Agreement.

#### 4. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, your vested RSUs, minus any shares that are withheld for taxes as provided under Section 4(c), shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the earliest date to occur of: (i) your Termination due to your death or Disability; or (ii) the third anniversary of the Grant Date (the “Settlement Date”). Your whole RSUs shall be settled in full Shares, and any fractional RSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 5 of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the RSUs unless and until you become the record holder of such Shares.
- (c) You may use one of the following methods to pay the required withholding taxes related to the vesting of your RSUs. You will decide on the method at the time

prescribed by the Company. If you do not elect one of these methods, the Company will apply the Net Settlement method described below:

- (i) **CASH PAYMENT:** If you elect this alternative, you will be responsible for paying the Company through the Third Party Administrator cash equal to the minimum statutory withholding requirements applicable on your RSUs.
  - (ii) **NET SETTLEMENT:** If you elect this alternative, the Company will retain the number of shares with a Fair Market Value equal to the minimum statutory withholding requirements applicable on your RSUs.
- (d) Normally, your RSUs will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your RSUs will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

**5. DIVIDEND EQUIVALENTS.** You will be entitled to receive a dividend equivalent equal to any dividends declared and paid on each Share represented by a related RSU, subject to the same terms and conditions as the related RSU. Any dividend equivalents described in this Section 5 will be distributed to you in accordance with Section 4 of this Award Agreement or forfeited, depending on whether or not you have met the conditions described in this Award Agreement and the Plan. Any such distributions will be made in (i) cash, for any dividend equivalents relating to cash dividends and/or (ii) Shares, for any dividend equivalents relating to Share dividends.

## **6. FORFEITURE.**

- (a) Except as otherwise provided in Section 3 or Section 4(d) of this Award Agreement, you will forfeit your unvested RSUs if you Terminate prior to the Vesting Date.
- (b) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your RSUs and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within 180 days before and 730 days after you Terminate:
  - (i) You breach any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;
  - (ii) You fail or refuse to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;
  - (iii) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;

- (iv) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or
- (v) You engaged in conduct that the Committee reasonably concludes would have given rise to a Termination for Cause had it been discovered before you Terminated.

**7. AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

**8. BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive any RSUs and related dividend equivalents that vest before you die but are settled after you die. This may be done only on the attached Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form does not need to be completed now and is not required as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

**9. TRANSFERRING YOUR RSUs AND RELATED DIVIDEND EQUIVALENTS.** Except as described in Section 8, your RSUs and related dividend equivalents may not be transferred to another person. Also, the Committee may allow you to place your RSUs and related dividend equivalents into a trust established for your benefit or the benefit of your family. Contact the Third Party Administrator for further details.

**10. GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

**11. OTHER AGREEMENTS AND POLICIES.** Your RSUs and related dividend equivalents will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement. Your RSUs and related dividend equivalents granted under the Plan shall be subject to any applicable Company clawback or recoupment policies, share trading policies and other policies that may be implemented by the Company from time to time.

**12. ADJUSTMENTS TO YOUR RSUs.** Subject to the terms of the Plan, your RSUs and related dividend equivalents will be adjusted, if appropriate, to reflect any change to the Company's capital structure (e.g., the number of Shares underlying your RSUs will be adjusted to reflect a stock split).

**13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.**

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your Award;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your Award or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your Award and reduce its value or potential value; and
- (d) You must return a signed copy of this Award Agreement to the address given above before **[Date 30 Days After Grant Date]**.

THE SCOTTS MIRACLE-GRO COMPANY

By: \_\_\_\_\_

[Name of Company Representative]

[Title of Company Representative]

Date signed: \_\_\_\_\_

[Grantee's Name]

By: \_\_\_\_\_

Date signed: \_\_\_\_\_

**THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)**

**PERFORMANCE UNIT AWARD AGREEMENT FOR EMPLOYEES  
(with related dividend equivalents)**

**PERFORMANCE UNITS GRANTED TO  
[Grantee's Name] ON [Grant Date]**

This Award Agreement describes the type of Award that you have been granted and the terms and conditions of your Award.

- 1. DESCRIPTION OF YOUR PERFORMANCE UNITS.** You have received a grant of [**Number**] Performance Units (“Performance Units”), based on a target level of performance, and an equal number of related dividend equivalents. If the minimum performance is achieved (and if all other service and vesting requirements are met), the Performance Units and related dividend equivalents that will actually be awarded to you may be more or less than the number of Performance Units granted. See Sections 3, 6 and Exhibit A for more details.

The “Grant Date” of your Award is [**Grant Date**]. To accept this Award Agreement, you must return a signed copy of this Award Agreement no later than [**Date 30 Days After Grant Date**], to [**Third Party Administrator**] (the “Third Party Administrator”) as follows:

**[Third Party Administrator]**  
Attention: [**TPA Contact's Name**]  
[**TPA Contact's Address**]  
[**TPA Telephone Number**]

**2. INCORPORATION OF PLAN AND DEFINITIONS.**

- (a) This Award Agreement and your Performance Units are granted pursuant to the terms and conditions of The Scotts Miracle-Gro Company Long-Term Incentive Plan as amended and restated January 17, 2013 (the “Plan”) and this Award Agreement. All provisions of the Plan are incorporated herein by reference, and your Performance Units and related dividend equivalents are subject to the terms of the Plan. To the extent there is a conflict between this Award Agreement and the Plan, the Plan will govern.
- (b) Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

**3. PERFORMANCE UNIT ACHIEVEMENT.** The number of Performance Units Achieved will be calculated as follows:  $Performance\ Units\ Achieved = Performance\ Units * Payout\ Percentage$ . The number of Performance Units Achieved is subject to satisfaction of the performance criteria set forth on **Exhibit A** over the period beginning on **[Beginning Date]** and ending on **[Ending Date]** (the “Performance Period”), and will be determined at the end of the Performance Period. If actual performance is below the Minimum performance level indicated, no Performance Units will be achieved. Each whole Performance Unit Achieved represents the right to receive one full Share at the time and in the manner described in this Award Agreement.

**4. VESTING.** Except as provided in Section 7 of this Award Agreement, the Performance Units Achieved, as described in Section 3 of this Award Agreement, are also subject to achieving the vesting criteria as follows:

- (a) **General Vesting.** If your employment continues from the Grant Date until **[Third Anniversary of Grant Date]** (the “Vesting Date”) the number of Performance Units Achieved shall become 100% vested on the Vesting Date; or
- (b) **Accelerated Vesting.** Under the following circumstances, the Performance Units Achieved will be deemed to become 100% vested, even if you Terminate prior to the Vesting Date (subject to the performance criteria as described in Section 3 and Exhibit A):
  - (i) If you Terminate because of your death or because you become Disabled (as defined below), the number of Performance Units Achieved, as described in this Award Agreement, will be deemed to become 100% vested as of the Vesting Date. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board; or
  - (ii) If you Terminate for a reason other than Cause after reaching age 55 and completing at least 10 years of employment with the Company, its Affiliates and/or its Subsidiaries, the number of Performance Units Achieved, as described in this Award Agreement, will be deemed to become 100% vested as of the Vesting Date.

## 5. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, the number of vested Performance Units Achieved, minus any shares that are withheld for taxes as provided under Section 5(c), shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the Vesting Date (the "Settlement Date"). Your whole Performance Units Achieved shall be settled in full Shares, and any fractional Performance Unit Achieved shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 6 of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the Performance Units unless and until you become the record holder of such Shares.
- (c) You may use one of the following methods to pay the required withholding taxes related to the settlement of your Performance Units Achieved. You will decide on the method at the time prescribed by the Company. If you do not elect one of these methods, the Company will apply the Net Settlement method described below:
  - (i) **CASH PAYMENT:** If you elect this alternative, you will be responsible for paying the Company through the Third Party Administrator cash equal to the minimum statutory withholding requirements applicable on your Performance Units.
  - (ii) **NET SETTLEMENT:** If you elect this alternative, the Company will retain the number of shares with a Fair Market Value equal to the minimum statutory withholding requirements applicable on your Performance Units.
- (d) Normally, the number of Performance Units Achieved will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your Performance Units will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

**6. DIVIDEND EQUIVALENTS.** Each dividend equivalent represents the right to receive an amount equal to the dividends that are declared and paid during the period beginning on the Grant Date and ending on the Settlement Date (as described in Section 5(a) of this Award Agreement) with respect to the Share represented by the related Performance Unit Achieved, subject to the same terms and conditions. The dividend equivalents on Performance Units Achieved shall be payable only when and to the extent that the performance criteria and vesting criteria are satisfied. Any dividend equivalents described in this Section 6 will be distributed to you in accordance with Section 5 of this Award Agreement or forfeited, depending on whether or not you have met the conditions described in this Award Agreement and the Plan. Any such distributions will be made in (i) cash, for any dividend equivalents relating to cash dividends and/or (ii) Shares, for any dividend equivalents relating to Share dividends.



## 7. FORFEITURE.

- (a) Except as otherwise provided in Section 4 or Section 5(d) of this Award Agreement, you will forfeit your unvested Performance Units if you Terminate prior to the Vesting Date, whether the performance criteria are achieved or not.
- (b) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your Performance Units and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within 180 days before and 730 days after you Terminate:
  - (i) You breach any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;
  - (ii) You fail or refuse to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;
  - (iii) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;
  - (iv) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or
  - (v) You engaged in conduct that the Committee reasonably concludes would have given rise to a Termination for Cause had it been discovered before you Terminated.

**8. AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

**9. BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive any vested Performance Units and related dividend equivalents that may be achieved under this Award Agreement but are settled after you die. This may be done only on the attached Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form does not need to be completed now and is not required as a condition of receiving your Award. However, if you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

**10. TRANSFERRING YOUR PERFORMANCE UNITS AND RELATED DIVIDEND EQUIVALENTS.** Except as described in Section 9, your Performance Units and related dividend equivalents may not be transferred to another person. Also, the Committee may allow you to place your Performance Units and related dividend equivalents into a trust established for your benefit or the benefit of your family. Contact the Third Party Administrator for further details.

**11. GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

**12. OTHER AGREEMENTS AND POLICIES.** Your Performance Units and related dividend equivalents, whether achieved or not, will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement. Your Performance Units and related dividend equivalents granted under the Plan shall be subject to any applicable Company clawback or recoupment policies, share trading policies and other policies that may be implemented by the Company from time to time.

**13. ADJUSTMENTS TO YOUR PERFORMANCE UNITS.** Subject to the terms of the Plan, your Performance Units and related dividend equivalents will be adjusted, if appropriate, to reflect any change to the Company's capital structure (e.g., the number of Shares underlying your Performance Units will be adjusted to reflect a stock split).

**14. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.**

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your Award;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your Award or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your Award and reduce its value or potential value; and

- (d) You must return a signed copy of this Award Agreement to the address given above before **[Date 30 Days After Grant Date]**.

THE SCOTTS MIRACLE-GRO COMPANY

By: \_\_\_\_\_

[Name of Company Representative]

[Title of Company Representative]

Date signed: \_\_\_\_\_

[Grantee's Name]

By: \_\_\_\_\_

Date signed: \_\_\_\_\_

## EXHIBIT A

### PERFORMANCE CRITERIA

The number of Performance Units Achieved under this Award Agreement is subject to the satisfaction of the following performance criteria and will be determined as of the end of the Performance Period, as follows:

*Performance Units Achieved = Performance Units \* Payout Percentage*

*Payout Percentage = Portion of Performance Units achieved*

Measurement Level	Measure	Weight	FY13 Performance Period Minimum <sup>2</sup>
Total Company	Earnings Per Share <sup>1</sup>	100%	\$1.00 EPS
Payout Percentage			100%

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<sup>1</sup> Diluted Earnings Per Share as reported in the Company's year-end audited financial statements (excluding the negative impact of any nonrecurring items, extraordinary items, discontinued operations, or cumulative effects of accounting changes) for the performance period beginning October 1, 2012 and ending September 30, 2013.

<sup>2</sup> If actual performance is below the Minimum performance level indicated, no Performance Units will be achieved.

**THE SCOTTS MIRACLE-GRO COMPANY  
LONG-TERM INCENTIVE PLAN  
(As Amended And Restated January 17, 2013)**

**NONQUALIFIED STOCK OPTION AWARD AGREEMENT FOR EMPLOYEES**

**NONQUALIFIED STOCK OPTION GRANTED  
TO [Grantee's Name] ON [Grant Date]**

This Award Agreement describes the type of Award that you have been granted and the terms and conditions of your Award.

**1. DESCRIPTION OF YOUR NONQUALIFIED STOCK OPTION.** You have been granted a Nonqualified Stock Option (“NSO”) to purchase [Number of Common Shares] Shares at an exercise price of \$[Exercise Price] for each Share (“Exercise Price”) on or before [Day Prior to Tenth Anniversary of Grant Date] (“Expiration Date”). The Grant Date of the NSO is [Grant Date]. To accept this Award Agreement, you must return a signed copy of this Award Agreement no later than [Date 30 Days After Grant Date], to [Third Party Administrator] (the “Third Party Administrator”) as follows:

[Third Party Administrator]  
Attention: [TPA Contact's Name]  
[TPA Contact's Address]  
[TPA Telephone Number]

**2. INCORPORATION OF PLAN AND DEFINITIONS.**

(a) This Award Agreement and your NSO are granted pursuant to and in accordance with The Scotts Miracle-Gro Company Long-Term Incentive Plan as amended and restated January 17, 2013 (the “Plan”). All provisions of the Plan are incorporated herein by reference, and your NSO is subject to the terms of the Plan. To the extent there is a conflict between this Award Agreement and the Plan, the Plan will govern.

(b) Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

**3. VESTING.** Except as provided in Section 6 of this Award Agreement, the NSO described in this Award Agreement will vest as follows:

(a) **General Vesting.** If your employment continues from the Grant Date until the third anniversary of the Grant Date, in this case [Vesting Date] (the “Vesting Date”), your NSO described in this Award Agreement will vest (and become exercisable) on the Vesting Date;

(b) **Accelerated Vesting.** Under the following circumstances, the NSO described in this Award Agreement will vest earlier than the Vesting Date:

- (i) If you Terminate because of your death or because you become Disabled (as defined below), your NSO described in this Award Agreement will become fully vested and expire on the Expiration Date. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board;
- (ii) If you Terminate for a reason other than Cause after reaching age 55 and completing at least 10 years of employment with the Company, its Affiliates and/or its Subsidiaries, your NSO described in this Award Agreement will become fully vested and expire on the Expiration Date; or
- (iii) If there is a Change in Control, your NSO may vest earlier. See the Plan for further details.

**4. RIGHTS BEFORE YOUR NSO IS EXERCISED.** You may not vote, or receive any dividends associated with, the Shares underlying your NSO before your NSO is exercised with respect to such Shares.

#### **5. EXERCISING YOUR NSO.**

- (a) After your NSO vests, you may exercise the NSO at any time prior to the Expiration Date. To exercise the NSO you must complete an Exercise Notice on the form provided by the Company, which is available from Third Party Administrator. At any one time, you must exercise your NSO to buy no fewer than 100 Shares, or, you must exercise the balance of your NSO if the value is less than 100 Shares.
- (b) You may use one of the following three methods to exercise your NSO and to pay any taxes related to that exercise. You will decide on the method at the time of exercise. If you do not elect one of these methods, the Company will apply the Broker-Assisted Cashless Exercise and Sell method described below:
  - (i) **BROKER-ASSISTED CASHLESS EXERCISE AND SELL:** If you elect this alternative, you will be deemed to have simultaneously exercised the NSO and to have sold the Shares underlying the portion of the NSO you

exercised. When the transaction is complete, you will receive cash (but no Shares) from the broker equal to the difference between the aggregate Fair Market Value of the Shares deemed to have been acquired through the exercise minus the aggregate Exercise Price and related taxes.

- (ii) **COMBINATION EXERCISE:** If you elect this alternative, you will be deemed to have simultaneously exercised the NSO and to have sold a number of those Shares with a Fair Market Value equal to the aggregate Exercise Price and for taxes that are required to be withheld on account of the exercise. When the transaction is complete, the balance of the Shares subject to the portion of the NSO you exercised will be transferred to you.
- (iii) **EXERCISE AND HOLD:** If you elect this alternative, you must pay the full Exercise Price plus related taxes (in cash, a cash equivalent or in Shares having a Fair Market Value equal to the Exercise Price and which you have owned for at least six months before the exercise date). When the transaction is complete, you will receive the number of Shares purchased.

- (c) You may never exercise your NSO to purchase a fractional Share. Any fractional Share shall be redeemed for cash equal to the Fair Market Value of such fractional Share.

**6. EXPIRATION AND FORFEITURE.** It is your responsibility to keep track of when your NSO expires. Your NSO will expire and/or you will forfeit your NSO (i.e. you will no longer have the right to exercise any portion of your NSO) under each of the following circumstances:

- (a) **General Expiration Rules.** In general, your NSO will expire on the Expiration Date.
- (b) **Forfeiture Rules.** In the following instances, your NSO will expire and you will forfeit your NSO prior to the Expiration Date:
  - (i) If you Terminate before the Vesting Date, except as provided in Section 3 above, you will forfeit your NSO in its entirety;
  - (ii) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your NSO and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within 180 days before and 730 days after you Terminate:
    - 1) You breach any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;

- 2) You fail or refuse to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;
  - 3) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;
  - 4) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or
  - 5) You engaged in conduct that the Committee reasonably concludes would have given rise to a Termination for Cause had it been discovered before you Terminated.
- (iii) If you Terminate for Cause after the Vesting Date, the portion of your NSO that has not been exercised will be forfeited (whether or not then vested) on the date you Terminate; or
- (iv) If you Terminate for any other reason after the Vesting Date, the portion of your NSO that is vested but has not been exercised will expire on the earlier of the Expiration Date or 90 days after you Terminate.

**7. AMENDMENT AND TERMINATION.** Subject to the terms of the Plan, the Company may amend or terminate this Award Agreement or the Plan at any time.

**8. BENEFICIARY DESIGNATION.** You may name a beneficiary or beneficiaries to receive or to exercise the vested portion of your NSO that is unexercised when you die. This may be done only on the attached Beneficiary Designation Form and by following the rules described in that Form. The Beneficiary Designation Form need not be completed now and is not required as a condition of receiving your Award. If you die without completing a Beneficiary Designation Form or if you do not complete that Form correctly, your beneficiary will be your surviving spouse or, if you do not have a surviving spouse, your estate.

**9. TRANSFERRING YOUR NSO.** Except as described in Section 8, your NSO may not be transferred to another person. The Committee may allow you to place your NSO into a trust established for your benefit or for the benefit of your family. Contact the **Third Party Administrator** for further details.



**10. GOVERNING LAW.** This Award Agreement shall be governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

**11. OTHER AGREEMENTS AND POLICIES.** Your NSO will be subject to the terms of any other written agreements between you and the Company or any Affiliate or Subsidiary to the extent that those other agreements do not directly conflict with the terms of the Plan or this Award Agreement. Your NSO granted under the Plan shall be subject to any applicable Company clawback or recoupment policies, share trading policies and other policies that may be implemented by the Company from time to time.

**12. ADJUSTMENTS TO YOUR NSO.** Subject to the terms of the Plan, your NSO and the terms of this Award Agreement will be adjusted, if appropriate, to reflect any change to the Company's capital structure (e.g., the number of Shares underlying your NSO and the Exercise Price will be adjusted to reflect a stock split).

**13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS**

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your NSO;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your NSO or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your NSO and reduce its value or potential value; and
- (d) You must return a signed copy of this Award Agreement to the address given above before **[Date 30 Days After Grant Date]**.

[Grantee's Name]

THE SCOTTS MIRACLE-GRO COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date signed: \_\_\_\_\_

[Name of Company representative]

[Title of Company representative]

Date signed: \_\_\_\_\_

**Exhibit I**

**FIRST AMENDMENT  
TO  
THE SCOTTS COMPANY LLC EXECUTIVE RETIREMENT PLAN  
(Amended and Restated as of January 1, 2011)**

WHEREAS, The Scotts Company LLC (the “Company”) sponsors *The Scotts Company LLC Executive Retirement Plan* (the “Plan”); and

WHEREAS, Section XI of the Plan provides that the Plan may be amended by Compensation and Organization Committee of the Board of Directors, or its delegate, and

WHEREAS, the Company wants to amend the Plan to clarify certain provisions pertaining to emergency distributions;

NOW, THEREFORE, the Plan is amended effective January 1, 2011, in the following manner:

Plan section V, “Method of Distribution of Deferred Compensation,” is amended by replacing, in subsection (E), the subsection description and first sentence thereunder with the following:

Unforeseeable Emergency Distributions. The Benefits Administrative Committee, in its sole discretion, may elect to distribute all or a portion of the Participant’s Account in the event such Participant requests a distribution due to an Unforeseeable Emergency, as described under Treasury Regulation Section 1.409A-3(i)(3).

**THE SCOTTS COMPANY LLC**

**Certificate**

I, Denise S. Stump, the Executive Vice President, Global Human Resources of The Scotts Company LLC hereby certify that the First Amendment, attached hereto as Exhibit I, to *The Scotts Company LLC Executive Retirement Plan*, as Amended and Restated as of January 1, 2011, was implemented by me this day and made effective as of the date set forth therein.

This action is taken by me on behalf of The Scotts Company LLC, pursuant to delegations to me by the Compensation and Organization Committee of the Board of Directors of The Scotts Miracle-Gro Company on August 8, 2007, which delegation remains in full force and effect, as of the date of this Certificate.

**THE SCOTTS COMPANY LLC**

/s/ Denise S. Stump

Denise S. Stump  
Executive Vice President, Global Human Resources

Dated: June 21, 2011

**Exhibit I****SECOND AMENDMENT  
TO  
THE SCOTTS COMPANY LLC EXECUTIVE RETIREMENT PLAN  
(Amended and Restated as of January 1, 2011)**

WHEREAS, The Scotts Company LLC (the "Company") sponsors *The Scotts Company LLC Executive Retirement Plan* (the "Plan"); and

WHEREAS, Plan Section XI provides that the Plan may be amended by the Compensation and Organization Committee of the Board of Directors, or its delegate; and

WHEREAS, the Company wants to amend the Plan to permit Participants to defer Base Salary attributable to Compensation not in excess of the Pay Cap into the Plan;

NOW, THEREFORE, the Plan is amended effective January 1, 2012, as follows:

I. Effective on and after January 1, 2012, Section C, "Election of Participant to Defer Compensation," of Plan section IV, "Accounts," is deleted and replaced by the following:

(1) **Annual Base Salary Deferral Elections**

- (a) Each Eligible Employee may, on such terms and conditions as the Committee may specify, elect to have a percentage of his or her Base Salary attributable to Compensation in excess of the Pay Cap, for all pay periods commencing with the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap, deferred and allocated to his or her Deferred Compensation Account and paid pursuant to the terms of the Plan.
- (b) Each Eligible Employee may, on such terms and conditions as the Committee may specify, elect to have a percentage of his or her Base Salary attributable to Compensation not in excess of the Pay Cap, for all pay periods commencing with the first pay period of the Plan Year and ending with the pay period prior to the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap, deferred and allocated to his or her Deferred Compensation Account and paid pursuant to the terms of the Plan.

To exercise such elections for any Plan Year, on or before the date prescribed by the Benefits Administrative Committee (which shall be no later than December 31 of the calendar year preceding the Plan Year in which the services relating to such Base Salary are performed), the Eligible Employee must advise the Employer of his or her elections in writing or by filing such

elections electronically using procedures prescribed by the Benefits Administrative Committee. Such Base Salary Deferral Elections shall apply only to Base Salary earned by and payable to the Participant after the date on which the Base Salary Deferral Election is received by the recordkeeper.

(2) New Hire Base Salary Deferral Elections

Notwithstanding the preceding paragraph, for the Plan Year in which an employee first becomes an Eligible Employee, such Eligible Employee may complete a Base Salary Deferral Election at any time within 30 days following the date on which he or she becomes an Eligible Employee. Such Base Salary Deferral Elections shall apply only to Compensation earned by and payable to the Eligible Employee after the date on which the Base Salary Deferral Elections are received by the recordkeeper.

(a) Such Base Salary Deferral Election with respect to Base Salary attributable to Compensation in excess of the Pay Cap shall apply for all pay periods commencing with the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap.

(b) Such Base Salary Deferral Election with respect to Base Salary attributable to Compensation not in excess of the Pay Cap shall apply for all pay periods commencing with the first pay period beginning after the date on which the Base Salary Deferral Election is received by the recordkeeper and ending with the pay period prior to the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap.

(3) If Base Salary Deferral Elections are submitted to the recordkeeper in accordance with this Section IV.C., the Employer will allocate to the Participant's Deferred Compensation Account the amount of Base Salary determined in accordance with this Section IV.C. All Base Salary Deferral Elections made under Section IV.C.(1) become irrevocable no later than December 31 of the calendar year preceding the Plan Year to which a Participant's Base Salary Deferral Election relates. All Base Salary Deferral Elections made under Section IV.C.(2) become irrevocable as of the end of the applicable 30-day period.

II. Effective on and after January 1, 2012, subsection (2)(b), of Section D, "Employer Contributions," of Plan section IV, "Accounts," is deleted and replaced by the following:

(b) Effective for Plan Years beginning on or after January 1, 2012, the Employers shall make a matching contribution with respect to each Participant who, under the Plan, has made or caused to be made Base Salary and Performance Award deferrals of the Participant's Compensation for such Plan Year. Such matching contributions shall equal 150% of the first 4% of a Participant's Compensation deferred to the Plan

in excess of the Pay Cap plus 50% of the next 2% of a Participant's Compensation deferred to the Plan in excess of the Pay Cap. Matching contributions shall not exceed 7% of a Participant's Compensation in excess of the Pay Cap. Further, a Participant whose RSP Compensation does not exceed the Pay Cap for the applicable Plan Year shall receive a matching contribution on any Base Salary and/or Performance Award deferred to the Plan equal to 7% of such deferrals. Matching contributions shall be determined and credited to a Participant's Matching Account between January 1 and March 31 of the Plan Year following the Plan Year to which they apply.

III. Effective on and after January 1, 2012, Section A, "Time of Distribution," of Plan section V, "Method of Distribution of Deferred Compensation," is amended by adding the following new paragraph to the end thereof:

Notwithstanding the foregoing, effective for Plan Years beginning on and after January 1, 2012, with respect any matching contribution allocated to a Participant's Matching Account under Section IV.D.(2)(b) after a distribution event described in this Section V.A., such matching contribution shall be paid on the later of (i) the applicable payment date under the Plan or (ii) the April 1 of the Plan Year in which the matching contribution is allocated to the Participant's Matching Account.

**THE SCOTTS COMPANY LLC**

**Certificate**

I, Denise S. Stump, the Executive Vice President, Global Human Resources of The Scotts Company LLC hereby certify that the Second Amendment, attached hereto as Exhibit I, to *The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2011*, was implemented by me this day and made effective as of the date set forth therein.

This action is taken by me on behalf of The Scotts Company LLC, pursuant to delegations to me by the Compensation and Organization Committee of the Board of Directors of The Scotts Miracle-Gro Company on August 8, 2007, which delegation remains in full force and effect, as of the date of this Certificate.

**THE SCOTTS COMPANY LLC**

/s/ Denise S. Stump

Denise S. Stump  
Executive Vice President, Global Human Resources

Dated: December 19, 2011

Exhibit I

**THIRD AMENDMENT  
TO  
THE SCOTTS COMPANY LLC EXECUTIVE RETIREMENT PLAN  
(Amended and Restated as of January 1, 2011)**

WHEREAS, The Scotts Company LLC (the “Company”) sponsors *The Scotts Company LLC Executive Retirement Plan* (as the same has been amended through the date hereof, the “Plan”); and

WHEREAS, Plan Section XI provides that the Plan may be amended by the Compensation and Organization Committee of the Board of Directors or its delegate; and

WHEREAS, the Company wants to amend the Plan to allow Participants to defer a portion of any LTI Offset Payments payable to the Participants; and

WHEREAS, capitalized terms used herein but not defined herein have the meanings given to such terms under the Plan;

NOW THEREFORE, the Plan is amended as follows, effective January 1, 2013, and with respect to Base Salary Deferral Elections that are effective on or after that date:

I. The first paragraph of Plan Section I, “Name and Purpose,” is deleted and replaced with the following:

The Scotts Company LLC Executive Retirement Plan (formerly The Scotts Company Executive Retirement Plan) provides Eligible Employees the opportunity to defer certain salary, bonuses and other compensation. The Plan supplements the benefits Eligible Employees accrue under The Scotts Company LLC Retirement Savings Plan (formerly The Scotts Company Retirement Savings Plan). The Plan is unfunded. It is intended that the Plan be exempt from the funding, participation, vesting and fiduciary provisions of Title I of ERISA.

II. Plan Section II, “Definitions,” is amended by deleting the definition of “Base Salary Deferral Election” and replacing it with the following:

“Base Salary Deferral Election” means an Eligible Employee’s election, in a manner prescribed by the Benefits Administrative Committee, to defer Base Salary pursuant to the Plan. A Base Salary Deferral Election shall also cause a deferral of any LTI Offset Payment that is payable to the Eligible Employee. The amount of any LTI Offset Payment that is deferred under the Base Salary Deferral Election shall be the same percentage as the percentage of the Base Salary that the Eligible Employee elects to defer to the Plan.



III. Plan Section II, "Definitions," is further amended by inserting the following definition after the definition of the term Investment Fund:

"LTI Offset Payment" means an amount that is designated as an LTI Offset Payment in the Company's payroll system.

IV. Section C, "Annual Base Salary Deferral Elections," of Plan Section IV, "Accounts," is deleted and replaced with the following:

(1) Annual Base Salary Deferral Elections

- (a) Each Eligible Employee may, on such terms and conditions as the Committee may specify, elect to have a percentage of his or her Base Salary and an equal percentage of any LTI Offset Payment attributable to Compensation in excess of the Pay Cap, for all pay periods commencing with the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap, deferred and allocated to his or her Deferred Compensation Account and paid pursuant to the terms of the Plan.
- (b) Each Eligible Employee may, on such terms and conditions as the Committee may specify, elect to have a percentage of his or her Base Salary and an equal percentage of any LTI Offset Payment attributable to Compensation not in excess of the Pay Cap, for all pay periods commencing with the first pay period of the Plan Year and ending with the pay period prior to the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap, deferred and allocated to his or her Deferred Compensation Account and paid pursuant to the terms of the Plan.

To exercise such elections for any Plan Year, on or before the date prescribed by the Benefits Administrative Committee (which shall be no later than December 31 of the calendar year preceding the Plan Year in which the services relating to such Base Salary and LTI Offset Payment are performed), the Eligible Employee must advise the Employer of his or her elections in writing or by filing such elections electronically using procedures prescribed by the Benefits Administrative Committee. Such Base Salary Deferral Elections shall apply only to Base Salary and LTI Offset Payments earned by and payable to the Participant after the date on which the Base Salary Deferral Election is received by the recordkeeper.

(2) New Hire Base Salary Deferral Elections

Notwithstanding the preceding paragraph, for the Plan Year in which an employee first becomes an Eligible Employee, such Eligible Employee may complete a Base Salary Deferral Election at any time within 30 days following the date on which he or she becomes an Eligible Employee. Such Base Salary Deferral Elections shall apply only to the Base Salary and LTI Offset Payments earned by and payable to the Eligible Employee after the date on which the Base Salary Deferral Elections are received by the recordkeeper.

- (a) Such Base Salary Deferral Election with respect to Base Salary and LTI Offset Payments attributable to Compensation in excess of the Pay Cap shall apply for all pay periods commencing with the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap.
- (b) Such Base Salary Deferral Election with respect to Base Salary and LTI Offset Payments attributable to Compensation not in excess of the Pay Cap shall apply for all pay periods commencing with the first pay period beginning after the date on which the Base Salary Deferral Election is received by the recordkeeper and ending with the pay period prior to the pay period in which the Participant's RSP Compensation reaches or first exceeds the Pay Cap.

(3) If Base Salary Deferral Elections are submitted to the recordkeeper in accordance with this Section IV.C., the Employer will allocate to the Participant's Deferred Compensation Account the amount of Base Salary and LTI Offset Payment determined in accordance with this Section IV.C. All Base Salary Deferral Elections made under Section IV.C.(1) become irrevocable no later than December 31 of the calendar year preceding the Plan Year to which a Participant's Base Salary Deferral Election relates. All Base Salary Deferral Elections made under Section IV.C.(2) become irrevocable as of the end of the applicable 30-day period.

V. Subsection 2(b) of Section D, "Employer Contributions," of Plan Section IV, "Accounts," is deleted and replaced with the following:

(b) Effective for Plan Years beginning on or after January 1, 2013, the Employers shall make a matching contribution with respect to each Participant who, under the Plan, has made or caused to be made a Base Salary Deferral Election and/or a Performance Award Deferral Election for such Plan Year. Such matching contributions shall equal 150% of the first 4% of a Participant's Compensation deferred to the Plan in excess of the Pay Cap plus 50% of the next 2% of a Participant's Compensation deferred to the Plan in excess of the Pay Cap. Matching contributions shall not exceed 7% of a Participant's Compensation in

excess of the Pay Cap. Further, a Participant whose RSP Compensation does not exceed the Pay Cap for the applicable Plan Year shall receive a matching contribution equal to 7% of the amount deferred pursuant to a Base Salary Deferral Election and/or a Performance Award Deferral Election. Matching contributions shall be determined and credited to a Participant's Matching Account between January 1 and March 1 of the Plan Year following the Plan Year to which they apply.

**THE SCOTTS COMPANY LLC**

**Certificate**

I, Denise S. Stump, the Executive Vice President, Global Human Resources of The Scotts Company LLC, hereby certify that the Third Amendment to *The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2011*, attached hereto as Exhibit I, was implemented by me this day and made effective as of the date set forth therein.

This action is taken by me on behalf of The Scotts Company LLC, pursuant to delegations made to me by the Compensation and Organization Committee of the Board of Directors of The Scotts Miracle-Gro Company on August 8, 2007, which delegation remains in full force and effect, as of the date of this Certificate.

**THE SCOTTS COMPANY LLC**

/s/ Denise S. Stump

Denise S. Stump  
Executive Vice President,  
Global Human Resources

Dated: December 17, 2012

**Rule 13a-14(a)/15d-14(a) Certifications**  
**(Principal Executive Officer)**  
**CERTIFICATIONS**

I, James Hagedorn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company for the quarterly period ended December 29, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2013

By: /s/ JAMES HAGEDORN

Printed Name: James Hagedorn

Title: Chief Executive Officer and Chairman of the Board

**Rule 13a-14(a)/15d-14(a) Certifications  
(Principal Financial Officer)  
CERTIFICATIONS**

I, David C. Evans, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company for the quarterly period ended December 29, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 7, 2013

By: /s/ DAVID C. EVANS

Printed Name: David C. Evans

Title: Chief Financial Officer and Executive Vice President, Strategy and Business Development

## SECTION 1350 CERTIFICATIONS\*

In connection with the Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company (the "Company") for the quarterly period ended December 29, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned James Hagedorn, Chief Executive Officer and Chairman of the Board of the Company, and David C. Evans, Chief Financial Officer and Executive Vice President, Strategy and Business Development of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of their knowledge:

- 1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- 2) The information contained in the Report fairly presents, in all material respects, the consolidated financial condition and results of operations of the Company and its subsidiaries.

/s/ JAMES HAGEDORN

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James Hagedorn  
Chief Executive Officer  
and Chairman of the Board

February 7, 2013

/s/ DAVID C. EVANS

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David C. Evans  
Chief Financial Officer and Executive Vice President,  
Strategy and Business Development

February 7, 2013

\* THESE CERTIFICATIONS ARE BEING FURNISHED AS REQUIRED BY RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934 (THE "EXCHANGE ACT") AND SECTION 1350 OF CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE, AND SHALL NOT BE DEEMED "FILED" FOR PURPOSES OF SECTION 18 OF THE EXCHANGE ACT OR OTHERWISE SUBJECT TO THE LIABILITY OF THAT SECTION. THESE CERTIFICATIONS SHALL NOT BE DEEMED TO BE INCORPORATED BY REFERENCE INTO ANY FILING UNDER THE SECURITIES ACT OF 1933 OR THE EXCHANGE ACT, EXCEPT TO THE EXTENT THAT THE COMPANY SPECIFICALLY INCORPORATES THESE CERTIFICATIONS BY REFERENCE.