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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): August 20, 2019 (August 16, 2019)**

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**The Scotts Miracle-Gro Company**

(Exact name of registrant as specified in its charter)

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

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

**Not applicable**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

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

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

On August 16, 2019, The Scotts Company LLC (“Scotts LLC”), a wholly-owned subsidiary of The Scotts Miracle-Gro Company (“Scotts Miracle-Gro”), entered into Amendment No. 3 to Master Framework Agreement, with an effective date of August 23, 2019 (the “Framework Amendment”), by and among Scotts LLC, Coöperatieve Rabobank, U.A. (New York Branch), as a purchaser and agent of the purchasers (“Rabobank”), and Sumitomo Mitsui Banking Corporation (New York Branch), as a purchaser (“Sumitomo”) and Scotts Miracle-Gro.

The Framework Amendment, together with the Master Repurchase Agreement and Master Framework Agreement (each, as previously amended) and in each case, as originally entered into on April 7, 2017, by and among Scotts LLC, Coöperatieve Rabobank, U.A. (New York Branch), as a purchaser and agent of the purchasers, and Sumitomo Mitsui Banking Corporation (New York Branch), as a purchaser, are collectively referred to as the “Receivables Facility.”

Under the Receivables Facility, Scotts LLC may sell a portfolio of available and eligible outstanding customer accounts receivable to the purchasers and simultaneously agree to repurchase the receivables on a weekly basis. The eligible amount of customer accounts receivables which may be sold is up to \$400 million and the commitment amount during the seasonal commitment period is up to \$160 million. Among other things, the Amendments (i) extend the expiration date of the Receivables Facility from August 23, 2019 to August 21, 2020, (ii) define the seasonal commitment period of the Receivables Facility as beginning on February 28, 2020 and ending on June 19, 2020, and (iii) revises the repurchase price for customer accounts receivable to LIBOR (with a floor of zero) plus 0.875% (from LIBOR (with a floor of zero) plus 0.90%). Scotts Miracle-Gro continues to guarantee all of Scotts LLC’s obligations under the Receivables Facility.

The foregoing summary of the material terms of the Amendment is qualified in its entirety by reference to the Framework Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

The information under Item 1.01 is incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(a) Financial statements of businesses acquired:

Not applicable.

(b) Pro forma financial information:

Not applicable.

(c) Shell company transactions:

Not applicable.

(d) Exhibits:

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Amendment No. 3 to Master Framework Agreement with Coöperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 23, 2019
101	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE SCOTTS MIRACLE-GRO COMPANY

Dated: August 20, 2019

By: /s/ IVAN C. SMITH

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Printed Name: Ivan C. Smith

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

## INDEX TO EXHIBITS

Current Report on Form 8-K  
Dated August 20, 2019  
The Scotts Miracle-Gro Company

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment No. 3 to Master Framework Agreement with Coöperatieve Rabobank, U.A. (New York Branch), as agent and purchaser, and Sumitomo Mitsui Banking Corporation (New York Branch), as purchaser, dated as of August 23, 2019</u></a>
101	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

**AMENDMENT NO. 3 TO MASTER FRAMEWORK AGREEMENT**

This AMENDMENT NO. 3 TO MASTER FRAMEWORK AGREEMENT (this “**Amendment**”), is made and entered into as of August 23, 2019, by and among:

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

Rabobank, as Buyers’ agent (in such capacity, “**Agent**”);

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

solely for purposes of Section 5.5 hereof, The Scotts Miracle-Gro Company, an Ohio corporation, as guarantor (“**Guarantor**”),

and amends that certain Master Framework Agreement, dated as of April 7, 2017, by and among the Buyers, Agent and Seller (as amended by that certain Amendment No. 1 to Master Framework Agreement, dated as of August 25, 2017, by that certain Amendment No. 2 to Master Framework Agreement, dated as of August 24, 2018, and as further amended, supplemented or otherwise modified through the date hereof, the “**Framework Agreement**”, and as amended hereby, the “**Amended Framework Agreement**”). Each of Agent, the Buyers and Seller may also be referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

**RECITALS**

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

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

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

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and, solely for purposes of Section 5.5 hereof, Guarantor agree as follows:

## 1. Interpretation.

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

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

## 2. Amendments.

The Framework Agreement (including the Schedules and Exhibits thereto) is hereby amended, effective from and after the Effective Date (defined below), as follows:

2.1 Section 5.3(k) of the Framework Agreement is hereby amended and restated in its entirety to read as follows:

“(k) *Information Required by Governmental Authorities.*

(i) Subject to applicable Laws prohibiting or limiting such disclosure or provision of such information, documents, records or reports, Seller shall provide each Buyer promptly, from time to time upon request, such information, documents, records or reports relating to the Purchased Receivables or Seller as such Buyer (or its assigns) may be required by a Governmental Authority to obtain; *provided*, that each such Buyer shall use commercially reasonable efforts to maintain the confidentiality of such information, documents, records or reports to the extent consistent with applicable Law, Seller’s normal privacy and confidentiality procedures.

(ii) (A) Within five (5) Business Days of the Seller ceasing to be a subsidiary of a Listed Entity that owns at least 51% of the common stock or analogous equity interest of the Seller, it shall provide Agent with written notice thereof and (B) following the Agent’s receipt of the written notice described in clause (A) above, within five (5) Business Days of the Agent’s request therefore, deliver to Agent a Beneficial Ownership Certification in form and substance reasonably satisfactory to Agent.”.

2.2 The following new definitions are hereby added to Schedule 1 to the Framework Agreement in the appropriate alphabetical order:

““**Beneficial Ownership Certification**” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Listed Entity**” means any Person organized under the laws of the United States or any state thereof that has its common stock or analogous equity interests (x) listed on the New York Stock Exchange or the American Stock Exchange (currently known as the NYSE American) or (y) designated as a NASDAQ National Market Security listed on the NASDAQ stock exchange.”.

2.3 The definition of “Fee Letter” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 24, 2018” appearing therein and replacing it with “August 23, 2019”.

2.4 The definition of “Scheduled Facility Expiration Date” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 23, 2019” appearing therein and replacing it with “August 21, 2020”.

2.5 The definition of “Seasonal Commitment Period” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “February 22, 2019” appearing therein and replacing it with “February 28, 2020”.

2.6 The definition of “Seasonal Commitment Expiration Date” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “June 21, 2019” appearing therein and replacing it with “June 19, 2020”.

2.7 The definition of “Side Letter” in Schedule 1 to the Framework Agreement is hereby amended by deleting the reference to “August 24, 2018” appearing therein and replacing it with “August 23, 2019”.

2.8 The notice information solely with respect to SMBC in Section 9.8 of the Framework Agreement is hereby amended and restated in its entirety as follows:

“If to SMBC:

Sumitomo Mitsui Banking Corporation, New York Branch  
277 Park Avenue, 4<sup>th</sup> Floor  
New York, NY 10172  
Attention: Ethan Sharker;  
Alexi Kavourakis;  
Rafael Seltzer  
E-mail: ethan\_sharker@smbcgroup.com;  
alexi\_kavourakis@smbcgroup.com;  
rafael\_seltzer@smbcgroup.com

With copy to:

Sumitomo Mitsui Banking Corporation, New York Branch  
277 Park Avenue, 4<sup>th</sup> Floor  
New York, NY 10172  
Attention: USNE Agency Closing;  
Taoheed Agbabiaka;  
Susan Feng

E-mail: USNEAgencyClosing@smbcgroup.com;  
GTFDMiddleOffice@smbcgroup.com;  
Taoheed\_agbabiaka@smbcgroup.com;  
susan\_feng@smbcgroup.com”.

### 3. Conditions to Effectiveness.

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

### 4. Representations, Warranties and Undertakings.

4.1 Seller. In entering into this Amendment, Seller hereby makes or repeats (as applicable) to Agent and each Buyer as of the Effective Date (or, to the extent expressly relating to a specific prior date, as of such prior date) the representations and warranties set forth in the Framework Agreement and each other Transaction Agreement to which Seller is a party, and such representations and warranties shall be deemed to include this Amendment. Seller further represents that it has complied in all material respects with all covenants and agreements applicable to it under the Framework Agreement and each of the other Transaction Agreements to which it is a party.

### 5. Miscellaneous.

5.1 Counterparts. This Amendment may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. A facsimile or portable document format (“.pdf”) signature page will constitute an original for the purposes of this Section 5.1.

5.2 Replacement Fee Letter. The Parties acknowledge and agree that, in connection with this Amendment and as a condition to the effectiveness hereof, Seller, Agent and each Buyer are entering into a replacement Fee Letter Agreement, dated as of the date hereof (the “**Replacement Fee Letter**”), which shall constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the Fee Letter Agreement entered into among the Parties on August 24, 2018 (the “**Prior Fee Letter**”). The Parties further acknowledge and agree that, effective from and after the date hereof, the Prior Fee Letter shall be terminated and have no further force or effect, and as reflected in Section 2.3 of this Amendment, all references in the Framework Agreement and the other Transaction Agreements to the Fee Letter shall be deemed references to the Replacement Fee Letter.

5.3 Replacement Side Letter. The Parties acknowledge and agree that, in connection with this Amendment and as a condition to the effectiveness hereof, Seller and Agent are entering into a replacement Side Letter Agreement, dated as of the date hereof (the “**Replacement Side Letter**”), which shall constitute a Transaction Agreement under the Amended Framework Agreement and shall in all respects replace and supersede the Side Letter Agreement entered into between Seller



and Agent on August 24, 2018 (the “**Prior Side Letter**”). The Parties further acknowledge and agree that, effective from and after the date hereof, the Prior Side Letter shall be terminated and have no further force or effect, and as reflected in Section 2.7 of this Amendment, all references in the Framework Agreement and the other Transaction Agreements to the Side Letter shall be deemed references to the Replacement Side Letter.

5.4 Ratification. Except as amended hereby or as otherwise specified in Sections 5.2 and 5.3 hereof, each of the other Transaction Agreements remains in full force and effect. The Parties hereby acknowledge and agree that, effective from and after the Effective Date, all references to the Framework Agreement in any other Transaction Agreement shall be deemed to be references to the Amended Framework Agreement, and any amendment in this Amendment of a defined term in the Framework Agreement shall apply to terms in any other Transaction Agreement which are defined by reference to the Framework Agreement.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

**Buyer and Agent:**

Coöperatieve Rabobank, U.A., New York Branch

By: /s/ SYLVIA VAN LAARHOVEN

Name: Sylvia van Laarhoven

Title: Vice President

By: /s/ THOMAS MCNAMARA

Name: Thomas McNamara

Title: Executive Director

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 3 to Master Framework Agreement]

**Buyer:**

Sumitomo Mitsui Banking Corporation,  
New York Branch

By: /s/ NORIHITO OBATA  
Name: Norihito Obata  
Title: Managing Director  
Global Trade Finance Dept

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 3 to Master Framework Agreement]

**Seller:**

The Scotts Company LLC

By: /s/ KELLY S. BERRY  
Name: Kelly S. Berry  
Title: Vice President and Treasurer

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Amendment No. 3 to Master Framework Agreement]

Solely for purposes of Section 5.5 hereof:

**Guarantor:**

The Scotts Miracle-Gro Company

By: /s/ KELLY S. BERRY

Name: Kelly S. Berry

Title: Vice President and Corporate Treasurer

[Signature Page to Amendment No. 3 to Master Framework Agreement]