

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 30, 2004
(August 13, 2004)

THE SCOTTS COMPANY

(Exact name of registrant as specified in its charter)

Ohio	1-13292	31-1414921
----- (State or other jurisdiction of incorporation)	----- (Commission File Number)	----- (IRS Employer Identification No.)

14111 Scottslawn Road, Marysville, Ohio 43041

(Address of principal executive offices) (Zip Code)

(937) 644-0011

(Registrant's telephone number, including area code)

Not Applicable

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

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the registrant under any of the
following provisions (see General Instruction A.2. below):

- 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))

Section 1 - Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

As of August 13, 2004, The Scotts Company (the "Registrant") entered into a First Amendment (the "First Amendment") in respect of the Second Amended and Restated Credit Agreement, dated as of October 22, 2003 (the "Credit Agreement"), among the Registrant, as Borrower; Hyponex Corporation, Miracle Garden Care Limited, OM Scott International Investments Ltd., Scotts Australia Pty. Ltd, Scotts Canada Ltd., Scotts Holdings Limited, Scotts Manufacturing Company, Scotts-Sierra Horticultural Products Company, Scotts-Sierra Investments, Inc., Scotts Temecula Operations, LLC, Scotts Treasury EEIG and The Scotts Company (UK) Ltd., subsidiaries of the Registrant who are also borrowers under the Credit Agreement (the "Subsidiary Borrowers"); the banks and other financial institutions and entities then party to the Credit Agreement (the "Lenders"); JPMorgan Chase Bank, as Administrative Agent; Citicorp North America, Inc., as Syndication Agent; and Bank of America, N.A. and Bank One, NA, as Co-Documentation Agents. Pursuant to the First Amendment, on August 13, 2004, the term loans in the principal amount of \$399 million then outstanding under the Credit Agreement were prepaid in full with the proceeds of new term loans, consisting of two tranches (Tranche A Term Loans and Tranche B Term Loans) in the aggregate principal amount of \$400 million.

The aggregate principal amount of the Tranche A Term Loans as of August 13, 2004 was \$250 million, which amount is to be repaid in consecutive quarterly installments commencing on September 30, 2004, and ending June 30, 2009, followed by a balloon payment on September 30, 2009 in the following amounts: (a) for the installments due on September 30, 2004 through and including June 30, 2007 - \$625,000; (b) for the installments due on September 30, 2007 through and including June 30, 2008 - \$9,375,000; (c) for the installments due on September 30, 2008 through and including June 30, 2009 - \$13,750,000; and (d) for the balloon payment due on September 30, 2009 - \$150 million. The Tranche A Term Loans have a variable interest rate which is based on a Leverage Ratio pricing grid margin over LIBOR and was 2.875% at August 13, 2004.

The aggregate principal amount of the Tranche B Term Loans as of August 13, 2004 was \$150 million, which amount is to be repaid in consecutive quarterly installments commencing on September 30, 2004 and ending June 30, 2010, followed by a balloon payment on September 30, 2010, in the following amounts: (a) for the installments due on September 30, 2004 through and including June 30, 2010 - \$375,000; and (b) for the balloon payment due on September 30, 2010 - \$141 million. The Tranche B Term Loans have a variable interest rate which is based on a Leverage Ratio pricing grid over LIBOR and was 3.125% at August 13, 2004.

The First Amendment also provides the Registrant with the ability to request, at any time prior to September 30, 2010, up to three additional term loan facilities (each, an "Incremental Term Facility" and the loans thereunder, "Incremental Term Loans"), in each separate case in a minimum aggregate principal amount of \$50 million with the aggregate amount of the Incremental Term Loans not to exceed \$150 million. The Incremental Term Loans may be used for the purpose of providing all or a part of the consideration for an acquisition by the Registrant or one of its subsidiaries of all or substantially all the assets of, or other equity interests in, a

person or division or line of business of a person or other significant assets of a person (other than inventory, leases, materials and equipment and other assets in the ordinary course of business), as permitted under the terms of the Credit Agreement as amended by the First Amendment (a "Permitted Acquisition"). The Registrant may request an Incremental Term Loan if after giving effect to and including the aggregate principal amount of the Incremental Term Loans and giving effect to any Permitted Acquisition funded by Incremental Term Loans, the Senior Secured Leverage Ratio (calculated in accordance with the terms of the First Amendment) as of the last day of the most recently completed fiscal quarter of the Registrant would have been less than 2.50 to 1.00 on a pro forma basis. The Incremental Term Loans, if any, will not have a final maturity earlier than September 30, 2010. Except as described above, the Incremental Term Loans will be treated substantially the same as the Tranche B Term Loans although the Incremental Term Loans may be priced differently than the Tranche B Term Loans. The Incremental Term Loans, if any, will rank pari passu in right of payment and of security with the Tranche A Term Loans and the Tranche B Term Loans.

The financial covenants under the Credit Agreement, as amended by the First Amendment, continue to consist of a minimum interest coverage ratio and a maximum leverage ratio along with negative covenants addressing limitations on liens, contingent obligations, fundamental changes, capital expenditures, acquisitions, investments, loans and advances, indebtedness, restrictions on subsidiary distributions, transactions with affiliates and officers, sales of assets, sale and leaseback transactions, changing the Registrant's fiscal year end, modification of specified debt instruments, negative pledge clauses, entering into new lines of business, restricted payments and redemption of specified indebtedness. Collateral for the borrowings under the Credit Agreement, as amended by the First Amendment, continues to consist of pledges by the Registrant and all of its domestic subsidiaries of substantially all of their personal, real and intellectual property. The pledge by the Registrant and its subsidiaries of a majority of the stock in foreign subsidiaries that borrow under the Credit Agreement, as amended by the First Amendment, also continues. The obligations of the Registrant under the Credit Agreement, as amended, may be accelerated upon the occurrence of specified events.

A copy of the First Amendment is being filed as Exhibit 4 to this Current Report on Form 8-K. The foregoing summary of the First Amendment is qualified in its entirety by reference to Exhibit 4.

Section 2 - Financial Information

Item 2.01. Completion of Acquisition or Disposition of Assets.

The discussion of the First Amendment entered into by the Registrant as of August 13, 2004 is incorporated herein by reference from "Item 1.01. Entry into a Material Definitive Agreement" of this Current Report on Form 8-K.

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

The discussion of the First Amendment entered into by the Registrant as of August 13, 2004 is incorporated herein by reference from "Item 1.01. Entry into a Material Definitive Agreement" of this Current Report on Form 8-K.

Section 9 - Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired:

Not applicable.

(b) Pro forma financial information:

Not applicable.

(c) Exhibits:

Exhibit No.	Description
4	First Amendment, dated as of August 13, 2004, in respect of the Second Amended and Restated Credit Agreement, dated as of October 22, 2003 (the "Credit Agreement"), among The Scotts Company, as Borrower; certain subsidiaries of The Scotts Company who are also borrowers from time to time under the Credit Agreement, as Subsidiary Borrowers; the banks and other financial institutions and entities from time to time parties to the Credit Agreement, as Lenders; JPMorgan Chase Bank, as Administrative Agent; Citicorp North America, Inc., as Syndication Agent; and Bank of America, N.A. and Bank One, NA, as Co-Documentation Agents

[Remainder of page intentionally left blank;
signature on following page.]

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 COMPANY

Dated: August 30, 2004

By: /s/ Christopher L. Nagel

Printed Name: Christopher L. Nagel
Title: Executive Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

Current Report on Form 8-K
Dated August 30, 2004

The Scotts Company

Exhibit No.

Description

4

First Amendment, dated as of August 13, 2004, in respect of the Second Amended and Restated Credit Agreement, dated as of October 22, 2003 (the "Credit Agreement"), among The Scotts Company, as Borrower; certain subsidiaries of The Scotts Company who are also borrowers from time to time under the Credit Agreement, as Subsidiary Borrowers; the banks and other financial institutions and entities from time to time parties to the Credit Agreement, as Lenders; JPMorgan Chase Bank, as Administrative Agent; Citicorp North America, Inc., as Syndication Agent; and Bank of America, N.A. and Bank One, NA, as Co-Documentation Agents

FIRST AMENDMENT

FIRST AMENDMENT, dated as of August 13, 2004 (this "First Amendment"), in respect of the Second Amended and Restated Credit Agreement, dated as of October 22, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THE SCOTTS COMPANY, an Ohio corporation (the "Borrower"), certain subsidiaries of the Borrower who are also borrowers from time to time under the Credit Agreement (the "Subsidiary Borrowers"), the several banks and other financial institutions and entities from time to time parties to the Credit Agreement (the "Lenders"), JPMORGAN CHASE BANK, as agent for the Lenders (in such capacity, the "Administrative Agent"), CITICORP NORTH AMERICA, INC., as syndication agent (the "Syndication Agent") and BANK OF AMERICA, N.A. and BANK ONE, NA, as co-documentation agents (the "Co-Documentation Agents").

W I T N E S S E T H:

WHEREAS, the Borrower has requested that the Credit Agreement be amended (i) to provide for the Term Loan Refinancing (as defined herein) and (ii) to effect certain other related amendments to the Credit Agreement;

WHEREAS, the Lenders and the Administrative Agent are willing to agree to such amendments to the Credit Agreement, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned to them in this First Amendment and the Credit Agreement.

2. Amendments to Subsection 1.1 (Definitions).

(a) Subsection 1.1 of the Credit Agreement is hereby amended by adding the following new definitions to appear in alphabetical order:

"Average Senior Secured Indebtedness" shall mean the average of the Senior Secured Indebtedness at the end of each of the four most recent consecutive fiscal quarters.

"Existing Term Loans" shall mean the term loans made to the Borrower on the Closing Date in an aggregate outstanding principal amount as of the First Amendment Effective Date of \$399,000,000.

"First Amendment Effective Date" shall mean the date on which the conditions precedent set forth in paragraph 23 of the First Amendment to this Agreement, dated as of August 13, 2004 (the "First Amendment"), shall have been satisfied.

"Incremental Amendment" shall have the meaning specified in subsection 2.28(c).

"Incremental Term Facility" shall have the meaning specified in subsection 2.28(a).

"Incremental Term Facility Closing Date" shall have the meaning specified in subsection 2.28(c).

"Incremental Term Loans" shall have the meaning specified in subsection 2.28(a). "New Term Lender" shall have the meaning specified in subsection 2.28(c).

"Second Acknowledgment and Confirmation of Guarantee and Collateral Agreements and Mortgages" shall mean the Second Acknowledgment and Confirmation of Guarantee and Collateral Agreements and Mortgages substantially in the form of Exhibit A to the First Amendment to this Agreement.

"Senior Secured Leverage Ratio" shall mean, as at the last day of any fiscal quarter of the Borrower, the ratio of (i) Average Senior Secured Indebtedness of the Borrower and its Subsidiaries on such day to (ii) EBITDA for the four consecutive fiscal quarters ending on such day; provided any calculation of the above ratio following any Permitted Acquisition of all or substantially all of the business or assets of any Person or of any line of business of any Person made during the twelve-month period covered by such calculation shall be determined on a pro forma basis including (x) in Average Senior Secured Indebtedness the actual Senior Secured Indebtedness relating to such acquisition on and after the date of such acquisition and (y) in EBITDA the EBITDA of the acquired Person for any portion of such twelve-month period prior to such acquisition; provided further that for purposes of calculating pro forma Average Senior Secured Indebtedness, the amount of Senior Secured Indebtedness relating to a Permitted Acquisition shall be reduced by an amount equal to any cash acquired in such acquisition.

"Senior Secured Indebtedness": shall mean, in respect of the Borrower at a particular date, any Indebtedness of the Borrower and its Subsidiaries (including the Indebtedness under this Agreement) that (a) is not contractually subordinated to the Indebtedness under this Agreement and (b) is secured by a Lien on any asset or assets of the Borrower or its Subsidiaries; provided that, for the purposes of calculating the Senior Secured Leverage Ratio, Senior Secured Indebtedness shall be reduced by excess cash balances set forth on the balance sheet of the Borrower on such date.

"Term Facilities" shall mean, without duplication, the Tranche A Term Commitments and the Tranche A Term Loans made thereunder (the "Tranche A Term Facility") and the Tranche B Term Commitments and the Tranche B Term Loans made thereunder (the "Tranche B Term Facility").

"Term Loan Refinancing" shall mean the prepayment in full of the Existing Term Loans with the proceeds of the Tranche A Term Loans and Tranche B Term Loans.

"Tranche A Term Commitments" shall mean, as to any Tranche A Term Lender, the obligation of such Lender to make a Tranche A Term Loan to the Borrower hereunder in a principal amount not to exceed the amount agreed to by the Borrower, the Administrative Agent and such Lender. The original amount of the Tranche A Term Commitments as of the First Amendment Effective Date is \$250,000,000.

"Tranche A Term Lender" shall mean each Lender that has a Tranche A Term Commitment or that holds a Tranche A Term Loan.

"Tranche A Term Loan" shall have the meaning specified in subsection 2.1(a)(i).

"Tranche A Term Percentage" shall mean, as to any Lender at any time, the percentage which such Lender's Tranche A Term Commitment then constitutes of the aggregate Tranche A Term Commitments (or, at any time after the First Amendment Effective Date, the percentage which the aggregate principal amount of such Lender's Tranche A Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche A Term Loans then outstanding).

"Tranche A Term Loan Termination Date" shall mean September 30, 2009.

"Tranche B Term Commitments" shall mean, as to any Tranche B Term Lender, the obligation of such Lender to make a Tranche B Term Loan to the Borrower hereunder in a principal amount not to exceed the amount agreed to by the Borrower, the Administrative Agent and such Lender. The original amount of the Tranche B Term Commitments as of the First Amendment Effective Date is \$150,000,000.

"Tranche B Term Lender" shall mean each Lender that has a Tranche B Term Commitment or that holds a Tranche B Term Loan.

"Tranche B Term Loan" shall have the meaning specified in subsection 2.1(a)(ii).

"Tranche B Term Percentage" shall mean, as to any Lender at any time, the percentage which such Lender's Tranche B Term Commitment then constitutes of the aggregate Tranche B Term Commitments (or, at any time after the First Amendment Effective Date, the percentage which the aggregate principal amount of such Lender's Tranche B Term Loans then outstanding constitutes of the aggregate principal amount of the Tranche B Term Loans then outstanding).

"Tranche B Term Loan Termination Date" shall mean September 30, 2010.

(b) Subsection 1.1 of the Credit Agreement is hereby amended by deleting therefrom the definitions of: "Average Senior Indebtedness", "Senior Indebtedness", "Senior Leverage Ratio", "Term Loan Termination Date" and "Term Percentage".

(c) The definition of "Aggregate Exposure" in subsection 1.1 of the Credit Agreement is hereby amended by (1) inserting the words "Tranche A" prior to the words "Term Loans", (2) renumbering subparagraph (ii) as subparagraph (iii), and (3) inserting the following new subparagraph (ii):

", (ii) the aggregate then unpaid principal amount of such Lender's Tranche B Term Loans".

(d) The definition of "Applicable Margin" in subsection 1.1 of the Credit Agreement is hereby amended by deleting the proviso thereto.

(e) The definition of "Commitment" in subsection 1.1 of the Credit Agreement is hereby amended by (1) inserting the words "Tranche A" prior to the words "Term Commitment" and (2) inserting the words "the Tranche B Term Commitment" after the comma following the words "Term Commitment".

(f) The definition of "Facility" in subsection 1.1 of the Credit Agreement is hereby amended by deleting the words "the Term Commitments and the Term Loans made thereunder (the "Term Facility")" and inserting in lieu thereof the words "each Term Facility".

(g) The definition of "Majority Facility Lenders" in subsection 1.1 of the Credit Agreement is hereby amended by (1) deleting the word "the" prior to the words "Term Facility" and inserting in lieu thereof the word "each" and (2) inserting the words "under such Term Facility" following the words "Term Loans".

(h) The definition of "Participants" in subsection 1.1 of the Credit Agreement is hereby amended by deleting the words "Term Loan Commitment" and inserting in lieu thereof the words "Term Commitments".

(i) The definition of "Permitted Acquisitions" in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new definition:

"Permitted Acquisition" shall mean any acquisition of all or substantially all the assets of, or shares or other equity interests in, a Person or division or line of business of a Person or other significant assets of a Person (other than inventory, leases, materials and equipment and other assets in the ordinary course of business) if immediately after giving effect thereto: (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (ii) 100% of the voting capital stock of any acquired or newly formed corporation, partnership, association or other business entity is owned directly by the Borrower or a wholly-owned Subsidiary and all actions required to be taken, if any, with respect to such acquired or newly formed subsidiary under subsection 6.11 shall have been taken or shall be planned to be taken in a manner reasonably satisfactory to the Administrative Agent, (iii) no Material Adverse Effect would be likely to result therefrom and (iv)(I) the Borrower shall be in compliance, on a pro forma basis after giving effect to such acquisition or formation, with the covenants contained in subsections 6.9 and 6.10 recomputed as at the last day of the most recently ended fiscal quarter of the Borrower as if such acquisition had occurred on the first day of each relevant period for testing such compliance and any savings associated with such acquisition had been achieved on the first day of such relevant period, and, in the case of an acquisition involving consideration in excess of \$10,000,000, the Borrower shall have delivered to the Administrative Agent an officers' certificate to such effect, together with

all relevant financial information for such subsidiary or assets (to the extent reasonably available), and (II) after giving effect to such transaction, any acquired or newly formed subsidiary shall not be liable for any Indebtedness (except for Indebtedness permitted by subsection 7.6) and (v) after giving effect to the consummation thereof, the aggregate amount of consideration (whether cash or property, as valued in good faith by the Board of Directors of the Borrower) for all Permitted Acquisitions since the First Amendment Effective Date shall not exceed \$400,000,000 in the aggregate; provided that the limitation in subclause (v) above shall not be applicable to any such transaction to the extent that such transaction is financed with (A) consideration consisting of Capital Stock of the Borrower or proceeds from the issuance of the Capital Stock of the Borrower, (B) cash in an amount of up to 50% of the portion of the cumulative Excess Cash Flow plus 50% of the amount of any optional prepayments of Term Loans that reduced Excess Cash Flow pursuant to subclause (b)(iii) of the definition of "Excess Cash Flow" since the First Amendment Effective Date, to the extent that such aggregate amount has not been used for any prior Permitted Acquisitions, (C) the proceeds from Incremental Term Loans made under this Agreement in accordance with subsection 2.28 or (D) the Net Cash Proceeds of senior unsecured or subordinated notes issued pursuant to subsection 7.6(g)."

(j) The definition of "Reinvestment Prepayment Date" in subsection 1.1 of the Credit Agreement is hereby amended by deleting the word "six" therefrom and inserting in lieu thereof the word "twelve".

(k) The definition of "Required Prepayment Lenders" in subsection 1.1 of the Credit Agreement is hereby amended by deleting the word "the" prior to the words "Term Facility" and inserting in lieu thereof the word "each".

(l) The definition of "Sold Receivables" in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new definition:

"Sold Receivables" shall mean Receivables originated by the Borrower or its Subsidiaries sold to the Receivables Subsidiary or any other Person pursuant to and securing obligations under any Receivables Purchase Facility for an amount not to exceed \$200,000,000, at any time outstanding.

(m) The definition of "Term Commitments" in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new definition:

"Term Commitments" shall mean, as to any Lender, such Lender's Tranche A Term Commitment and Tranche B Term Commitment, if any.

(n) The definition of "Term Lender" in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new definition:

"Term Lender" shall mean each of the Tranche A Term Lenders and the Tranche B Term Lenders.

(o) The definition of "Term Loan" in subsection 1.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new definition:

"Term Loan" shall mean each of the Tranche A Term Loans and the Tranche B Term Loans.

(p) The definition of "Termination Date" in subsection 1.1 of the Credit Agreement is hereby amended by inserting the words "Tranche A Term Loan Termination Date, Tranche B" prior to the words "Term Loan Termination Date".

(q) The definition of "Total Indebtedness" in subsection 1.1 of the Credit Agreement is hereby amended by (1) deleting the word "and" following subclause (a) thereof and inserting a comma in lieu thereof and (2) adding the following new subclause (c):

"and (c) the aggregate principal amount of Sold Receivables".

3. Amendment to Subsection 2.1 (Term Commitments). Subsection 2.1 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new subsection 2.1:

"2.1 Term Commitments. (a) Subject to the terms and conditions hereof, (i) each Tranche A Term Lender severally agrees to make a term loan (a "Tranche A Term Loan") denominated in Dollars to the Borrower on the First Amendment Effective Date in the amount of the Tranche A Term Commitment of such Lender and (ii) each Tranche B Term Lender severally agrees to make a term loan (a "Tranche B Term Loan") denominated in Dollars to the Borrower on the First Amendment Effective Date in the amount of the Tranche B Term Commitment of such Lender. The Term Loans may be LIBOR Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with subsection 2.2 and 2.14.

(b) Notwithstanding the foregoing, in connection with the making of any Tranche A Term Loan pursuant to subparagraph (a)(i) above or Tranche B Term Loan pursuant to subparagraph (a)(ii), by giving telephonic or such other reasonably acceptable notice to the Administrative Agent prior to the First Amendment Effective Date, any Lender of Existing Term Loans may elect to convert all or part of the outstanding principal amount of such Lender's Existing Term Loans into a principal amount of Tranche A Term Loans or Tranche B Term Loans hereunder, as indicated to the Administrative Agent, equal to the principal amount so converted. On the First Amendment Effective Date, such Existing Term Loans shall be converted for all purposes of this Agreement into Tranche A Term Loans or Tranche B Term Loans, as the case may be, hereunder, and the Administrative Agent shall record in the Register the aggregate amount of Existing Term Loans converted into Tranche A Term Loans or Tranche B Term Loans, as applicable."

4. Amendment to Subsection 2.2 (Procedure for Term Loan Borrowing). Subsection 2.2 of the Credit Agreement is hereby amended by deleting subparagraph (a) therefrom and inserting in lieu thereof the following new subparagraph (a):

"(a) The Borrower shall give the Administrative Agent irrevocable notice ((1) which notice must be received by the Administrative Agent prior to 11:00 A.M., New York City time on the First Amendment Effective Date, in the case of ABR Loans and (2) which notice must be received by the Administrative Agent prior to 11:00 A.M., New York City time three Business Days prior to the First Amendment Effective Date, in the case of LIBOR Loans), specifying (i) whether such Loan is a Tranche A Term Loan or a Tranche B Term Loan, (ii) the requested Borrowing Date, (iii) whether the borrowing is to be an ABR Loan or a LIBOR Loan or a combination thereof, (iv) if the borrowing is to be entirely or partly a LIBOR Loan, the amount to be a LIBOR Loan and (v) the length of the Interest Period for such LIBOR Loan. Any ABR borrowing by the Borrower pursuant to the Term Commitments shall be in an aggregate principal amount equal to \$1,000,000 or a whole multiple of \$250,000 in excess thereof. Any LIBOR borrowing by the Borrower pursuant to the Term Commitments shall be in an aggregate principal amount equal to \$1,000,000 or a whole multiple of \$1,000,000 in excess thereof."

5. Amendment to Subsection 2.3 (Repayment of Term Loans). Subsection 2.3 of the Credit Agreement is hereby amended by deleting it in its entirety and inserting in lieu thereof the following new subsection 2.3:

"2.3 Repayment of Term Loans.

(a) The Tranche A Term Loan of each Tranche A Term Lender shall mature in 21 consecutive quarterly installments commencing on September 30, 2004, each of which shall be in an amount equal to such Lender's Tranche A Term Percentage multiplied by the amount set forth below opposite such installment.

Installment Date -----	Principal Amount -----
September 30, 2004	\$ 625,000
December 31, 2004	\$ 625,000
March 31, 2005	\$ 625,000
June 30, 2005	\$ 625,000
September 30, 2005	\$ 625,000
December 31, 2005	\$ 625,000
March 31, 2006	\$ 625,000
June 30, 2006	\$ 625,000
September 30, 2006	\$ 625,000
December 31, 2006	\$ 625,000
March 31, 2007	\$ 625,000
June 30, 2007	\$ 625,000
September 30, 2007	\$ 9,375,000
December 31, 2007	\$ 9,375,000
March 31, 2008	\$ 9,375,000
June 30, 2008	\$ 9,375,000
September 30, 2008	\$ 13,750,000
December 31, 2008	\$ 13,750,000
March 31, 2009	\$ 13,750,000

Installment Date	Principal Amount
-----	-----
June 30, 2009	\$ 13,750,000
September 30, 2009	\$150,000,000

"(b) The Tranche B Term Loan of each Tranche B Term Lender shall mature in 25 consecutive quarterly installments, commencing on September 30, 2004, each of which shall be in an amount equal to such Lender's Tranche B Term Percentage multiplied by the amount set forth below opposite such installment.

Installment Date	Principal Amount
-----	-----
September 30, 2004	\$ 375,000
December 31, 2004	\$ 375,000
March 31, 2005	\$ 375,000
June 30, 2005	\$ 375,000
September 30, 2005	\$ 375,000
December 31, 2005	\$ 375,000
March 31, 2006	\$ 375,000
June 30, 2006	\$ 375,000
September 30, 2006	\$ 375,000
December 31, 2006	\$ 375,000
March 31, 2007	\$ 375,000
June 30, 2007	\$ 375,000
September 30, 2007	\$ 375,000
December 31, 2007	\$ 375,000
March 31, 2008	\$ 375,000
June 30, 2008	\$ 375,000
September 30, 2008	\$ 375,000
December 31, 2008	\$ 375,000
March 31, 2009	\$ 375,000
June 30, 2009	\$ 375,000
September 30, 2009	\$ 375,000
December 31, 2009	\$ 375,000
March 31, 2010	\$ 375,000
June 30, 2010	\$ 375,000
September 30, 2010	\$141,000,000

6. Amendments to Subsection 2.18 (Pro Rata Treatment and Payments).
Subsection 2.18 of the Credit Agreement is hereby amended as follows:

(a) by inserting "(a)" at the beginning of the first subparagraph thereof and inserting in such subparagraph (a) (1) the words "Tranche A" prior to the words "Term Percentages" and (2) the words "or Tranche B Term Percentages, as applicable," following the words " Term Percentages"; and

(b) by deleting from the second sentence of subparagraph (c) thereof the word "thereof" and inserting in lieu thereof the words "of the Tranche A Term Loans and Tranche B Term Loans, as the case may be".

7. Amendments to Subsection 2.23 (Use of Proceeds). Subsection 2.23 of the Credit Agreement is hereby amended as follows:

(a) by relettering the existing subparagraph (b) thereof as new subparagraph (c);

(b) by inserting the following new subparagraph (b);

"(b) The proceeds of the Term Loans made on the First Amendment Effective Date shall be used for the Term Loan Refinancing and to pay fees and expenses in connection therewith"; and

(b) by adding the following language before the word "and" at the end of clause (iii) of new subparagraph (c) thereof: "(including, without limitation, Permitted Acquisitions)".

8. New Subsection 2.28 (Additional Term Loans). The Credit Agreement is hereby amended by adding the following new subsection 2.28:

"2.28 Additional Term Loans. (a) The Borrower may at any time prior to the Tranche B Termination Date, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request up to three additional term loan facilities (each, an "Incremental Term Facility"; the loans thereunder, "Incremental Term Loans"), in each case, in a minimum aggregate principal amount of \$50,000,000; provided that (i) upon the effectiveness of any Incremental Amendment referred to below and at the time any such Incremental Term Loans are made (and after giving effect thereto) (i) no Default or Event of Default shall exist and (ii) after giving effect to and including the aggregate principal amount of such Incremental Term Loans and giving effect to any Permitted Acquisition, the consideration for which consisted in whole or in part of such Incremental Term Loans, the Senior Secured Leverage Ratio as of the last day of the most recently completed fiscal quarter would have been less than 2.50 to 1.00 on a pro forma basis. Notwithstanding anything to the contrary herein, the aggregate amount of the Incremental Term Loans shall not exceed \$150,000,000.

(b) The Incremental Term Loans, if any, (i) shall rank pari passu in right of payment and of security with the Term Loans, (ii) shall not have a final maturity earlier than the Tranche B Termination Date and (iii) except as set forth above, shall be treated substantially the same as (and in any event no more favorably than) the Tranche B Term Loans (in each case, including with respect to mandatory and optional prepayments), provided that the Incremental Term Loans may be priced differently than the Tranche B Term Loans, provided further that if the Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount payable to all Lenders providing such Incremental Term Loans) relating to Incremental Term Loans exceeds the Applicable Margin relating to Tranche B Term Loans immediately prior to the effectiveness of the applicable Incremental Amendment, the Applicable Margin relating to the Tranche B Term Loans and any previously made

Incremental Term Loans shall be adjusted, as of the date of the applicable Incremental Amendment, to be equal to the Applicable Margin relating to such Incremental Term Loans.

(c) The notice from the Borrower delivered pursuant to subparagraph (a) of this subsection shall set forth the requested amount and proposed terms of the relevant Incremental Term Loans. Incremental Term Loans may be made by any combination of one or more Lenders (and each Lender will have the right to make a portion of any Incremental Term Loan on terms permitted by this subsection 2.28 and otherwise on terms reasonably acceptable to the Administrative Agent) and one or more other banks or other entities arranged by the Borrower (any such other bank or other financial institution being called a "New Term Lender"). Commitments in respect of Incremental Term Loans shall become Term Commitments under this Agreement pursuant to an amendment (an "Incremental Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Loan Parties, each Lender agreeing to provide such commitment in respect of Incremental Term Loans, if any, each New Term Lender, if any, and the Administrative Agent. The Incremental Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this subsection. The effectiveness of any Incremental Amendment shall be subject to the satisfaction on the date thereof (each, an "Incremental Term Facility Closing Date") of each of the conditions set forth in subsection 5.2 and such other conditions as the parties thereto shall agree. The Borrower will use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement. No Lender shall be obligated to provide any Incremental Term Loans unless it so agrees. No Incremental Term Facility shall require the consent of any Lender other than the agreement of the applicable Lenders providing commitments for such Incremental Term Facility."

9. Amendment to Subsection 6.9 (Interest Coverage). Subsection 6.9 of the Credit Agreement is hereby amended by inserting below the table therein the following:

"Covenant calculations shall be made on the date that is the nearest to each quarterly date listed above, to the extent the last day for the relevant fiscal quarter of the Borrower falls on a day other than on the corresponding covenant test date."

10. Amendment to Subsection 6.10 (Maintenance of Leverage Ratio). Subsection 6.10 of the Credit Agreement is hereby amended by deleting the table therefrom and inserting in lieu thereof the following:

"Test Date -----	Ratio -----
June 30, 2004	4.00 to 1.00
September 30, 2004	4.00 to 1.00
December 31, 2004	4.00 to 1.00
March 31, 2005	4.00 to 1.00
June 30, 2005	4.00 to 1.00
September 30, 2005	4.00 to 1.00
December 31, 2005	4.00 to 1.00

March 31, 2006	3.75 to 1.00
June 30, 2006	3.75 to 1.00
September 30, 2006	3.75 to 1.00
December 31, 2006	3.75 to 1.00
March 31, 2007	3.50 to 1.00
June 30, 2007	3.50 to 1.00
September 30, 2007	3.50 to 1.00
December 31, 2007	3.50 to 1.00
March 31, 2008	
and thereafter	3.25 to 1.00

Covenant calculations shall be made on the date that is the nearest to each quarterly date listed above, to the extent the last day for the relevant fiscal quarter of the Borrower falls on a day other than on the corresponding covenant test date."

11. Amendments to Subsection 7.2 (Limitation on Contingent Obligations). Subsection 7.2 of the Credit Agreement is hereby amended by (1) deleting the word "or" after subclause (vi) thereof and inserting in lieu thereof a comma and (2) by adding the following new subclause (viii):

"or (viii) guarantees by the Borrower of operating lease obligations of any Domestic Subsidiary incurred in connection with "build to suit" real property improvements in an aggregate amount not to exceed \$120,000,000".

12. Amendments to Subsection 7.6 (Limitations on Indebtedness). Subsection 7.6 of the Credit Agreement is hereby amended as follows:

(a) by deleting from subparagraph (e) thereof (1) the comma prior to subclause (iii) and inserting in lieu thereof the word "or", (2) the words "or (iv) for Permitted Acquisitions;" and (3) the proviso thereto; and

(b) by deleting subparagraph (g) thereof in its entirety and inserting in lieu thereof the following new subparagraph (g):

"(g) unsecured or subordinated Indebtedness of the Borrower having no scheduled principal payments or prepayments prior to September 30, 2011 and which Indebtedness shall be used for Permitted Acquisitions; provided any such Indebtedness under this subsection 7.6(g) may be incurred only when after giving effect to the incurrence of such Indebtedness, the Leverage Ratio is at least 0.25 to 1.00 less than the covenant contained in subsection 6.10; provided further that any such subordinated Indebtedness permitted under this subsection 7.6(g) shall be under subordinated notes pursuant to one or more subordinated note indentures having subordination provisions as favorable to the Lenders as those in the Senior Subordinated Note Indenture of the Borrower;"

13. Amendments to Subsection 7.11 (Fiscal Year). Subsection 7.11 of the Credit Agreement is hereby amended by adding the following proviso at the end of the subsection:

"provided, that after the First Amendment Effective Date, the Borrower may, on one occasion, permanently change the date on which the fiscal year of the Borrower and its Subsidiaries ends upon 30 days prior written notice to the Administrative Agent".

14. Amendments to Subsection 7.12 (Modifications Certain Debt Instruments). Subsection 7.12 of the Credit Agreement is hereby amended by deleting from subclauses (a) and (b) thereof the words "subsection 7.6(e) or (f)" and inserting in lieu thereof the words "subsection 7.6(e), (f) or (g) or senior unsecured notes issued pursuant to 7.6(g)".

15. Amendments to Subsection 7.15 (Restricted Payments). Subsection 7.15 of the Credit Agreement is hereby amended as follows:

(a) by (1) deleting from subparagraph (a) thereof the amount "\$25,000,000" and inserting in lieu thereof the amount "\$50,000,000", (2) deleting from the proviso to subparagraph (a) thereof the words "not greater" and inserting in lieu thereof the word "less" and (3) deleting from the proviso to subparagraph (a) thereof the amount "\$50,000,000" and inserting in lieu thereof the amount "\$75,000,000"; and

(b) by deleting subparagraph (b) thereof in its entirety and inserting in lieu thereof the following new subparagraph (b):

"(b) the Borrower may make a repurchase or redemption of shares of its Capital Stock, so long as after giving effect to such repurchase or redemption the aggregate cost of all such repurchases and redemptions in the fiscal year during which such repurchase or redemption is to occur is not greater than the amount set forth below opposite such fiscal year:

Fiscal Periods -----	Aggregate Amount -----
2004/2005 combined	\$125,000,000
2006	\$150,000,000
2007 and thereafter	\$175,000,000

provided, that any originally permitted amounts not used for repurchases or redemptions in any fiscal period listed above may be carried over to be used in the next succeeding fiscal period; provided further, that transactions permitted by subsection 7.16 effected prior to March 31, 2008 shall reduce the amount available for repurchases or redemptions of shares of the Borrower's Capital Stock in the fiscal year in which such transaction occurs by an amount equal to the Indebtedness prepaid, retired, redeemed, purchased, defeased or exchanged."

16. New Subsection 7.16 (Limitations on Redemptions of Certain Indebtedness). The Credit Agreement is hereby amended by adding the following new subsection 7.16:

"7.16 Limitation of Redemptions of Certain Indebtedness. Prior to March 31, 2008, optionally prepay, retire, redeem, purchase, defease or exchange, or make or arrange for any mandatory prepayment, retirement, redemption, purchase or defeasance of Indebtedness outstanding pursuant to subsection 7.6(c), (e), (f) or (g); provided that (a) Indebtedness permitted pursuant to subsection 7.6(c) may be refinanced, refunded, renewed or extended in accordance with the provisions of such subsection and (b) Indebtedness permitted pursuant to subsection

7.6(c), (e), (f) or (g) may be redeemed by the Borrower (i) on any date, for aggregate consideration (including any premium paid in connection with such redemption) not in excess of the lesser of (x) \$25,000,000 (less the aggregate consideration for all prior redemptions of such Indebtedness during such fiscal year) and (y) the amount available for redemptions or repurchases of the Borrower's Capital Stock pursuant to 7.15(b) for the fiscal year in which such date falls and (ii) with consideration consisting of the proceeds of the issuance of shares of the Borrower's Capital Stock, to the extent the Borrower is not otherwise required to make a prepayment under subsection 2.12(b)."

17. Amendments to Section 8 (Events of Default). Section 8 of the Credit Agreement is hereby amended by deleting each occurrence of the words "Term Loan Commitments" from the text following subparagraph 0) thereof and inserting in lieu thereof the words "Term Commitments".

18. Amendments to Subsection 10.1 (Amendments and Waivers). Subsection 10.1 of the Credit Agreement is hereby amended by adding the words "or 2.28(c)" at the end of subparagraph (b)(iii) thereof.

19. Amendments to Subsection 10.2 (Notices). Subsection 10.2 of the Credit Agreement is hereby amended by deleting the existing notice address for the Borrower and each Subsidiary Borrower and replacing it with the following language:

"The Scotts Company
14111 Scottslawn Road
Marysville, Ohio 43041
Attn.: Treasurer
Telephone: (937) 644-7221
Telecopy: (937) 578-5754

With a copy sent to:
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attn.: John B. Weimer, Esq. And Stephen D. Browning, Esq.
Telephone: (614) 464-8343
Telecopy: (614) 719-5086"

20. Amendments to Subsection 10.6 (Successors and Assigns; Participations and Assignments). Subsection 10.6 of the Credit Agreement is hereby amended as follows:

(a) by inserting in subparagraph (b)(ii)(A)(1) thereof the words "or Tranche A Term Facility" following the words "Revolving Facilities"; and

(b) by inserting in subparagraph (b)(ii)(A)(2) thereof the words "Tranche B" prior to the words "Term Facility".

21. Amendments to Annex A (Pricing Grid for Revolving Credit Loans; Term Loans and Facility Fee). Annex A to the Credit Agreement is hereby amended by deleting the pricing

grid applicable to Term Loans and inserting in lieu thereof the following new pricing grid applicable to Term Loans:

Applicable
Margin
Tranche A Term Loans

Leverage Ratio	LIBOR	ABR
> or = 2.00 to 1.00	1.25%	0.00%
< 2.00 to 1.00	1.00%	0.00%
< 1.25 to 1.00	0.75%	0.00%

Applicable
Margin
Tranche B Term Loans

LIBOR	ABR
1.50%	0.00%

22. Representations and Warranties. On and as of the date hereof, and after giving effect to this First Amendment, each of the Borrower and the Subsidiary Borrowers hereby confirms, reaffirms and restates the representations and warranties set forth in Section 4 of the Credit Agreement mutatis mutandis, and to the extent that such representations and warranties expressly relate to a specific earlier date in which case it hereby confirms, reaffirms and restates such representations and warranties as of such earlier date.

23. Conditions to Effectiveness. This First Amendment shall become effective as of the date set forth above upon the satisfaction of the following conditions precedent:

(a) First Amendment. The Administrative Agent shall have received counterparts of this First Amendment, duly executed and delivered by the Administrative Agent, the Borrower, each Subsidiary Borrower, each Lender with a Tranche A Term Commitment, each Lender with a Tranche B Term Commitment and the Required Lenders.

(b) Fees and Expenses. The Lenders and the Administrative Agent shall have received all fees required to be paid on or before the First Amendment Effective Date, and all expenses required to be paid on or before the First Amendment Effective Date for which invoices have been timely presented, including, without limitation, the reasonable fees and expenses of legal counsel, on or before the First Amendment Effective Date.

(c) Security Documents. The Administrative Agent shall have received the Second Acknowledgment and Confirmation of Guarantee and Collateral Agreements and Mortgages, substantially in the form of Exhibit A hereto, duly executed and delivered by the Borrower and each other Loan Party.

(d) Term Loan Refinancing. The Term Loan Refinancing shall have been consummated or arrangements reasonably satisfactory to the Administrative Agent shall have been made for the consummation thereof.

(e) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated the First Amendment Effective Date, substantially in the form of the certificates delivered on the Closing Date pursuant to subsection 5.1(f) of the Credit Agreement, with appropriate insertions and attachments.

(f) Legal Opinion. The Administrative Agent and each Lender with a Tranche A Term Commitment or a Tranche B Term Commitment shall have received an executed legal opinion of Vorys, Sater, Seymour and Pease LLP, special counsel to the Borrower, dated the First Amendment Effective Date and addressed to the Administrative Agent and the Tranche A Term Lenders and the Tranche B Term Lenders substantially in the form of Exhibit H to the Credit Agreement.

24. Title Endorsements. The Borrower shall use commercially reasonable efforts to deliver proof of re-endorsed or down-dated mortgagee's title insurance with respect to each Mortgaged Property in form and substance reasonably satisfactory to the Administrative Agent within 90 days of the First Amendment Effective Date.

25. Continuing Effect; No Other Amendments. Except as expressly amended or waived hereby, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments provided for herein are limited to the specific subsections of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of any Lender's willingness to amend or waive, any other provisions of the Credit Agreement or the same subsections for any other date or time period (whether or not other provisions or compliance with such subsections for another date or time period are affected by the circumstances addressed in this First Amendment).

26. Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all its reasonable costs and expenses incurred in connection with the preparation and delivery of this First Amendment, including, without limitation the reasonable fees and disbursements of counsel to the Administrative Agent.

27. GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

28. Counterparts. This First Amendment may be executed by the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered in New York, New York by their proper and duly authorized officers as of the day and year first above written.

THE SCOTTS COMPANY

By: /s/ Christopher L. Nagel

Name: Christopher L. Nagel
Title: Executive Vice President and CFO

HYPONEX CORPORATION

By: /s/ Christopher L. Nagel

Name: Christopher L. Nagel
Title: Executive Vice President and CFO

MIRACLE GARDEN CARE LIMITED

By: /s/ Paul DeSantis

Name: Paul DeSantis
Title: Power of Attorney

OM SCOTT INTERNATIONAL INVESTMENTS LTD.

By: /s/ Paul DeSantis

Name: Paul DeSantis
Title: Power of Attorney

SCOTTS AUSTRALIA PTY. LTD

By: /s/ Paul DeSantis

Name: Paul DeSantis
Title: Power of Attorney

SCOTTS CANADA LTD.

By: /s/ Edward R. Claggett

Name: Edward R. Claggett
Title: Vice President and Assistant Secretary

SCOTTS HOLDINGS LIMITED

By: /s/ Paul DeSantis

Name: Paul DeSantis
Title: Power of Attorney

SCOTTS MANUFACTURING COMPANY

By: /s/ Christopher L. Nagel

Name: Christopher L. Nagel
Title: Executive Vice President and CFO

SCOTTS-SIERRA HORTICULTURAL PRODUCTS COMPANY

By: /s/ Christopher L. Nagel

Name: Christopher L. Nagel
Title: Executive Vice President and CFO

SCOTTS-SIERRA INVESTMENTS, INC.

By: /s/ Edward R. Claggett

Name: Edward R. Claggett
Title: President and CEO

SCOTTS TEMECULA OPERATIONS, LLC

By: /s/ Christopher L. Nagel

Name: Christopher L. Nagel
Title: Executive Vice President and CFO

SCOTTS TREASURY EEIG

By: /s/ Brian K. Weyer

Name: Brian K. Weyer
Title: Manager

THE SCOTTS COMPANY (UK) LTD.

By: /s/ Paul DeSantis

Name: Paul DeSantis
Title: Power of Attorney

JPMORGAN CHASE BANK, as Administrative Agent and as
a Lender

By: /s/ Randolph Cates

Name: Randolph Cates
Title: Vice President

CITICORP NORTH AMERICA, INC., as Syndication Agent and
as a Lender

By: /s/ Caroline A. Stead

Name: Caroline A. Stead
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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AIMCO CDO SERIES 2000-A

By: /s/ Chris Goergen

Name: Chris Goergen

By: /s/ Jerry D. Zinkula

Name: Jerry D. Zinkula

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the First Amendment under The Scotts Company
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AIM FLOATING RATE FUND

By: INVESCO Senior Secured Management, Inc. As
Sub-Adviser

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald
Title: Authorized Signatory

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ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Chris Goergen

Name: Chris Goergen

By: /s/ Jerry D. Zinkula

Name: Jerry D. Zinkula

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the First Amendment under The Scotts Company
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AMERICAN EXPRESS CERTIFICATE COMPANY

By: American Express Asset Management Group
as Collateral Manager

By: /s/ Yvonne E. Stevens

Name: Yvonne E. Stevens

Title: Senior Managing Director

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the First Amendment under The Scotts Company
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APEX (IDM) CDO I, LTD.
BABSON CLO LTD. 2003-1
By: Babson Capital Management LLC
as Collateral Manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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the First Amendment under The Scotts Company
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APEX (Trimaran) CDO I, LTD.
By: Trimaran Advisors, L.L.C.

By: /s/ David M. Millison

Name: David M. Millison
Title: Managing Director

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the First Amendment under The Scotts Company
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AVALON CAPITAL LTD.

By: INVESCO Senior Secured Management, Inc. As
Portfolio Advisor

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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the First Amendment under The Scotts Company
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AVALON CAPITAL LTD. 2

By: INVESCO Senior Secured Management, Inc.
As Portfolio Advisor

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald
Title: Authorized Signatory

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the First Amendment under The Scotts Company
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BANK OF AMERICA, N.A.

By: /s/ Sharon Burks Horos

Name: Sharon Burks Horos
Title: Vice President

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the First Amendment under The Scotts Company
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BANK OF MONTREAL

By: /s/ S. Valia

Name: S. Valia

Title: MD

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the First Amendment under The Scotts Company
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BANK OF TOKYO-MITSUBISHI TRUST COMPANY

By: /s/ A. Bernstein

Name: A. Bernstein

Title: Asst. Vice President

Signature Page to
the First Amendment under The Scotts Company
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BIG SKY SENIOR LOAN FUND, LTD.
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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BILL & MELINDA GATES FOUNDATION
By: Babson Capital Management LLC
as Investment Advisor

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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the First Amendment under The Scotts Company
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BNP PARIBAS

By: /s/ Rosalie C. Hawley

Name: Rosalie C. Hawley
Title: Director

By: /s/ Peter C. Labrie

Name: Peter C. Labrie
Title: Central Region Manager

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the First Amendment under The Scotts Company
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CARLYLE HIGH YIELD PARTNERS II, LTD.

By: /s/ Linda Pace

Name: Linda Pace

Title: Managing Director

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the First Amendment under The Scotts Company
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CARLYLE HIGH YIELD PARTNERS III, LTD.

By: /s/ Linda Pace

Name: Linda Pace

Title: Managing Director

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the First Amendment under The Scotts Company
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CARLYLE LOAN OPPORTUNITY FUND

By: /s/ Linda Pace

Name: Linda Pace
Title: Managing Director

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the First Amendment under The Scotts Company
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CALYON NEW YORK BRANCH

By: /s/ Lee E. Greve

Name: Lee E. Greve
Title: Managing Director

By: /s/ Joseph Philbin

Name: Joseph Philbin
Title: Director

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the First Amendment under The Scotts Company
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CENTURION CDO II, LTD.

By: American Express Asset Management Group, Inc.
as Collateral Manager

By: /s/ Leanne Stavrakis

Name: Leanne Stavrakis
Title: Director - Operations

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the First Amendment under The Scotts Company
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CENTURION CDO III, LIMITED

By: American Express Asset Management Group Inc. as
Collateral Manager

By: /s/ Leanne Stavrakis

Name: Leanne Stavrakis

Title: Director - Operations

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the First Amendment under The Scotts Company
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CENTURION CDO VI, LTD.

By: American Express Asset Management Group as
Collateral Manager

By: /s/ Leanne Stavrakis

Name: Leanne Stavrakis

Title: Director - Operations

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the First Amendment under The Scotts Company
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CENTURION CDO VII, LTD.

By: American Express Asset Management Group, Inc. as
Collateral Manager

By: /s/ Leanne Stavrakis

Name: Leanne Stavrakis

Title: Director - Operations

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the First Amendment under The Scotts Company
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CHARTER VIEW PORTFOLIO

By: INVESCO Senior Secured Management, Inc. As
Investment Advisor

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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the First Amendment under The Scotts Company
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CITIZENS BANK OF PENNSYLVANIA

By: /s/ Dwayne R. Finney

Name: Dwayne R. Finney
Title: Vice President

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the First Amendment under The Scotts Company
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CLYDESDALE CLO 2001-1, LTD.

Nomura Corporate Research and Asset Management Inc. as
Collateral Manager

By: /s/ Elizabeth MacLean

Name: Elizabeth MacLean

Title: Director

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COBANK, ACB

By: /s/ S. Richard Dill

Name: S. Richard Dill
Title: Vice President

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COLUMBUS LOAN FUNDING LTD.

By: /s/ Daniel Slotkin

Name: Daniel Slotkin
Title: Director

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the First Amendment under The Scotts Company
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COMERICA BANK

By: /s/ Ryan Oliver

Name: Ryan Oliver

Title: Assistant Vice President

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the First Amendment under The Scotts Company
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COSTANTINUS EATON VANCE CDO V, LTD
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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the First Amendment under The Scotts Company
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C-SQUARED CDO LTD.

By: TCW Advisor, Inc., as its Portfolio Manager

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

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the First Amendment under The Scotts Company
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DIVERSIFIED CREDIT PORTFOLIO LTD.

By: INVESCO Senior Secured Management, Inc.

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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the First Amendment under The Scotts Company
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DRYDEN IV LEVERAGED LOAN CDO 2003

By: Prudential Investment Management, Inc., as
Collateral Manager

By: /s/ B. Ross Smead

Name: B. Ross Smead
Title: Vice President

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the First Amendment under The Scotts Company
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DRYDEN V LEVERAGED LOAN CDO 2003

By: Prudential Investment Management, Inc., as
Collateral Manager

By: /s/ B. Ross Smead

Name: B. Ross Smead
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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EATON VANCE CDO II, LTD.
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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the First Amendment under The Scotts Company
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EATON VANCE CDO III, LTD.
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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the First Amendment under The Scotts Company
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EATON VANCE CDO VI, LTD.
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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the First Amendment under The Scotts Company
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EATON VANCE VT FLOATING-RATE INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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EATON VANCE LIMITED DURATION INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

Signature Page to
the First Amendment under The Scotts Company
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EATON VANCE SENIOR FLOATING-RATE TRUST
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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ELC (CAYMAN) LTD. 1999-II

ELC (CAYMAN) LTD. 2000-I

By: Babson Capital Management LLC as Collateral
Manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA

Title: Managing Director

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ELC (CAYMAN) LTD. CDO SERIES 1999-I

ELC (CAYMAN) LTD. 1999-III

By: Babson Capital Management LLC as Collateral
Manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA

Title: Managing Director

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ELC FUNDING LLC

By: /s/ Shawn Hendrickson

Name: Shawn Hendrickson
Title: Attorney-In-Fact

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ERSTE BANK NEW YORK BRANCH

By: /s/ Paul Judicke

Name: Paul Judicke
Title: Director

By: /s/ John Fay

Name: John Fay
Title: Vice President

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FARM CREDIT SERVICES OF MINNESOTA VALLEY, PCA, DBA FCS
COMMERCIAL FINANCE GROUP

By: /s/ James M. Grafing

Name: James M. Grafing
Title: SVP-Syndicated Finance

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FIDELITY ADVISOR SERIES II: FIDELITY ADVISOR FLOATING
RATE HIGH INCOME FUND

By: /s/ John H. Costello

Name: John H. Costello
Title: Assistant Treasurer

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FIFTH THIRD BANK (CENTRAL OHIO)

By: /s/ Christopher D. Jones

Name: Christopher D. Jones
Title: Vice President

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FLEET NATIONAL BANK

By: /s/ David Catherall

Name: David Catherall
Title: Vice President

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FORTIS CAPITAL CORP.

By: /s/ John W. Deegan

Name: John W. Deegan
Title: Senior Vice President

By: /s/ Douglas V. Riahi

Name: John W. Deegan
Title: Senior Vice President

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FOX E BASIN CLO 2003, LTD.
By Royal Bank of Canada as Collateral Manager

By: /s/ Melissa Marano

Name: Melissa Marano
Title: Authorized Signatory

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FRANKLIN FLOATING RATE MASTER SERIES

FRANKLIN FLOATING RATE DAILY ACCESS FUND

FRANKLIN CLO IV, LIMITED

By: /s/ Tyler Chan

Name: Tyler Chan
Title: Vice President

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GRAYSON & CO

BY: BOSTON MANAGEMENT AND RESEARCH AS INVESTMENT
ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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HARBOUR VIEW CLO IV, LTD.

By: /s/ Lisa Chaffee

Name: Lisa Chaffee
Title: Manager

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HARBOUR VIEW CLO V, LTD.

By: /s/ Lisa Chaffee

Name: Lisa Chaffee

Title: Manager

HARBOUR TOWN FUNDING LLC

By: /s/ Meredith Koslick

Name: Meredith Koslick

Title: Assistant Vice President

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HARRIS TRUST AND SAVINGS BANK

By: /s/ Kimberly A. Yates

Name: Kimberly A. Yates
Title: Vice President

BANK OF MONTREAL

By: /s/ Rebecca Kuntz

Name: Rebecca Kuntz
Title: Vice President

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HEWETT'S ISLAND CDO, LTD.

By: CypressTree Investment Management Company, Inc.,
as Portfolio Manager.

By: /s/ Preston I. Carnes, Jr.

Name: Preston I. Carnes, Jr.
Title: Managing Director

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BAYERISCHE HYPO- UND VEREINSBANK AG, NEW YORK BRANCH

By: /s/ Ken Hamilton

Name: Ken Hamilton
Title: Director

By: /s/ Shannon Batchman

Name: Shannon Batchman
Title: Director

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IDS LIFE INSURANCE COMPANY

By: American Express Asset Management Group, Inc. as
Collateral Manager

By: /s/ Yvonne E. Stevens

Name: Yvonne E. Stevens

Title: Senior Managing Director

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PILGRIM CLO 1999-1 LTD.

By: ING Investments, LLC as its Investment manager

By: /s/ Brian S. Horton

Name: Brian S. Horton
Title: Vice President

SEQUILS - PILGRIM I, LTD

By: ING Investments, LLC as its investment manager

By: /s/ Brian S. Horton

Name: Brian S. Horton
Title: Vice President

ING PRIME RATE TRUST

By: ING Investment Management, Co , as its investment
manager

By: /s/ Brian S. Horton

Name: Brian S. Horton
Title: Vice President

ING SENIOR INCOME FUND

By: ING Investment Management, Co. as its investment
manager

By: /s/ Brian S. Horton

Name: Brian S. Horton
Title: Vice President

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INVESCO EUROPEAN CDO I S.A.

By: INVESCO Senior Secured Management, Inc. As
Collateral Manager

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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KEYBANK NATIONAL ASSOCIATION

By: /s/ David J. Wechter

Name: David J. Wechter
Title: Vice President

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KZH CRESCENT-3 LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH CYPRESSTREE-1 LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH PONDVIEW LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH RIVERSIDE LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH SOLEIL LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH SOLEIL-2 LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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KZH STERLING LLC

By: /s/ Susan Lee

Name: Susan Lee

Title: Authorized Agent

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LASALLE BANK NATIONAL ASSOCIATION

By: /s/ Warren F. Weber

Name: Warren F. Weber

Title: First Vice President

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LOAN FUNDING V, LLC

By: Prudential Investment Management, Inc., as
Portfolio Manager

By: /s/ B. Ross Smead

Name: B. Ross Smead
Title: Vice President

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BLACKROCK LIMITED DURATION INCOME FUND
MAGNETITE V CLO, LIMITED

By: /s/ Tom Colwell

Name: Tom Colwell
Title: Auth. Signatory

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MAPLEWOOD (CAYMAN) LIMITED

By: Babson Capital Management LLC under delegated
authority from Massachusetts Mutual Life Insurance
Company as investment manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
By: Babson Capital Management LLC as Investment
Adviser

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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METROPOLITAN LIFE INSURANCE COMPANY, as lender

By: /s/ James Dingle

Name: James Dingle
Title: Director

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MIZUHO CORPORATE BANK, LTD.

By: /s/ Greg Botshon

Name: Greg Botshon

Title: Senior Vice President

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MONUMENT PARK CDO LTD.

By: Blackstone Debt Advisors L.P. As Collateral
Manager

By: /s/ Dean T. Criares

Name: Dean T. Criares
Title: Managing Director

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MOUNTAIN CAPITAL CLO 1 LTD.

By: /s/ Darren P. Riley

Name: Darren P. Riley

Title: Director

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NATIONAL CITY BANK

By: /s/ Thomas E. Redmond

Name: Thomas E. Redmond

Title: Senior Vice President

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NOMURA BOND & LOAN FUND

By: UFJ Trust Bank Limited as Trustee

By: Nomura Corporate Research and Asset Management
Inc.
Attorney in Fact

By: /s/ Elizabeth MacLean

Name: Elizabeth MacLean
Title: Director

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THE NORINCHUKIN BANK, NEW YORK BRANCH

By: /s/ Toshifumi Tsukitani

Name: Toshifumi Tsukitani

Title: General Manager

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THE NORTHERN TRUST COMPANY

By: /s/ David J. Sullivan

Name: David J. Sullivan

Title: Vice President

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OCTAGON INVESTMENT PARTNERS II, LLC

By: Octagon Credit Investors, LLC as sub-investment
manager

By: /s/ Andrew D. Gordon

Name: Andrew D. Gordon
Title: Portfolio Manager

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OCTAGON INVESTMENT PARTNERS III, LTD.

By: Octagon Credit Investors, LLC as Portfolio Manager

By: /s/ Andrew D. Gordon

Name: Andrew D. Gordon
Title: Portfolio Manager

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OCTAGON INVESTMENT PARTNERS V, LTD.

By: Octagon Credit Investors, LLC as Portfolio Manager

By: /s/ Andrew D. Gordon

Name: Andrew D. Gordon
Title: Portfolio Manager

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OCTAGON INVESTMENT PARTNERS VI, LTD.

By: Octagon Credit Investors, LLC as collateral
manager

By: /s/ Andrew D. Gordon

Name: Andrew D. Gordon
Title: Portfolio Manager

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OXFORD STRATEGIC INCOME FUND
BY: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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PINEHURST TRADING, INC.

By: /s/ Meredith Koslick

Name: Meredith Koslick

Title: Assistant Vice President

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COOPERATIEVE CENTRALE RAIFFEISEN-BORENLEENBANK B.A.,
"RABOBANK INTERNATIONAL" NEW YORK BRANCH

By: /s/ Michael L. Laurie

Name: Michael L. Laurie
Title: Executive Director

By: /s/ Rebecca Morrow

Name: Rebecca Morrow
Title: Executive Director

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RIVIERA FUNDING LLC

By: /s/ Meredith Koslick

Name: Meredith Koslick

Title: Assistant Vice President

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SAGAMORE CLO LTD.

By. INVESCO Senior Secured Management, Inc. As
Collateral Manager

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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SANKATY ADVISORS, LLC
as Collateral Manager for AVERY POINT CLO, LTD., as
Term Lender

By: /s/ Diane J. Exter

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

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SANKATY ADVISORS, LLC as Collateral Manager for Race
Point II CLO, Limited, as Term Lender

By: /s/ Diane J. Exter

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

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SANKATY ADVISORS, LLC as Collateral Manager for
CASTLE HILL I-INGOTS, LTD., as Term Lender

By: /s/ Diane J. Exter

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

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SANKATY HIGH YIELD PARTNERS II, L.P.

By: /s/ Diane J. Exter

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

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SANKATY HIGH YIELD PARTNERS III, L.P.

By: /s/ Diane J. Exter

Name: Diane J. Exter
Title: Managing Director
Portfolio Manager

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SARATOGA CLO I, LIMITED

By: INVESCO Senior Secured Management, Inc. As Asset
Manager

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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SEABOARD CLO 2000 LTD.

BY: Babson Capital Management LLC as Collateral
Manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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SENIOR DEBT PORTFOLIO

By: Boston Management and Research as Investment
Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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SEQUILS-CENTURION V, LTD.

By: American Express Asset Management Group, Inc. as
Collateral Manager

By: /s/ Leanne Stavrakis

Name: Leanne Stavrakis
Title: Director - Operations

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SEQUILS-LIBERTY, LTD.

By: INVESCO Senior Secured Management, Inc. As
Collateral Manager

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

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SIERRA CLO I LTD

By: /s/ Kevin J. Hickame

Name: Kevin J. Hickame
Title: Managing Director
Centre Pacific, LLP

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STEIN ROE & FARNHAM CLO I LTD.

By: Columbia Management Advisors, Inc. (f/k/a Stein
Roe & Farnham Incorporated),
As Portfolio Manager

By: /s/ Thomas R. Bouchard

Name: Thomas R. Bouchard
Title: Vice President

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SUFFIELD CLO, LIMITED
TRYON CLO LTD. 2000-I
By: Babson Capital Management LLC as Collateral
Manager

By: /s/ David P. Wells, CFA

Name: David P. Wells, CFA
Title: Managing Director

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THE SUMITOMO TRUST AND BANKING CO., LTD., NEW YORK
BRANCH

By: /s/ Elizabeth A. Quirk

Name: Elizabeth A. Quirk
Title: Vice-President

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SUNTRUST BANK

By: /s/ Molly J. Drennan

Name: Molly J. Drennan
Title: Director

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TCW SELECT LOAN FUND, LIMITED
By: TCW Advisors, Inc. as its Collateral Manager

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

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LOAN FUNDING I LLC,
a wholly owned subsidiary of Citibank, N.A.

By: TCW Advisors, Inc., as portfolio manager of Loan
Funding I LLC

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

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THE BANK NEW YORK

By: /s/ Kenneth R. McDonnell

Name: Kenneth R. McDonnell
Title: Vice President

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THE BANK OF NOVA SCOTIA

By: /s/ V. Gibson

Name: V. Gibson

Title: Assistant Agent

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THE HUNTINGTON NATIONAL BANK
a national banking association

By: /s/ Mark A. Koscielski

Name: Mark A. Koscielski
Title: Vice President

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TOLLI & CO.

By: EATON VANCE MANAGEMENT AS INVESTMENT ADVISOR

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

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UNION SQUARE CDO LTD.

By: Blackstone Debt Advisors L.P. As Collateral Manager

By: /s/ Dean T. Criares

Name: Dean T. Criares
Title: Managing Director

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UNITED OVERSEAS BANK LIMITED, NEW YORK AGENCY

By: /s/ Kwong Yew Wong

Name: Kwong Yew Wong
Title: Agent & General Manager

By: /s/ Philip Cheong

Name: Philip Cheong
Title: VP & Deputy General Manager

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UFJ BANK LIMITED

By: /s/ Stephen C. Small

Name: Stephen C. Small

Title: Senior Vice President

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U.S. BANK NATIONAL ASSOCIATION

By: /s/ Robert H. Friend

Name: Robert H. Friend
Title: Vice President