
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):

May 4, 2011

The Scotts Miracle-Gro Company

(Exact name of registrant as specified in its charter)

Ohio

(State or other jurisdiction
of incorporation)

001-11593

(Commission
File Number)

31-1414921

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

14111 Scottslawn Road, Marysville, Ohio

(Address of principal executive offices)

43041

(Zip Code)

Registrant's telephone number, including area code:

937-644-0011

Not Applicable

Former name or former address, if changed since last report

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 4, 2011, the Compensation and Organization Committee (the "Committee") of the Board of Directors of The Scotts Miracle-Gro Company (the "Company") approved the adoption of an Executive Severance Plan (the "Plan") and designated each of the following executive officers of the Company as an eligible participant in the Plan, effective as of November 5, 2011 (the "Effective Date"): Barry W. Sanders, President; David C. Evans, Chief Financial Officer and Executive Vice President, Strategy and Business Development; Vincent C. Brockman, Executive Vice President, General Counsel and Corporate Secretary; James Lyski, Executive Vice President, Chief Marketing Officer; and Denise S. Stump, Executive Vice President, Global Human Resources (collectively, the "Executives"). Effective as of the Effective Date, the Company intends to utilize the Plan to replace the current employment agreements between The Scotts Company LLC, a wholly-owned subsidiary of the Company, and each of Mr. Sanders, Mr. Evans, Mr. Brockman and Ms. Stump. Mr. Lyski does not have an employment agreement.

Under the terms of the Plan, each Executive will be eligible to receive severance benefits in the event his or her employment is terminated without "Cause," provided certain conditions are satisfied. The term "Cause" is defined in the Plan by reference to The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan (or any successor plan thereto), which currently defines "Cause" as: (a) the willful failure to substantially perform one's duties as an employee (for reasons other than physical or mental illness) after reasonable notice of that failure; (b) misconduct that materially injures the Company or any subsidiary or affiliate; (c) conviction of, or entering into a plea of nolo contendere to, a felony; or (d) breach of any written covenant or agreement with the Company or any subsidiary or affiliate.

In order to receive benefits under the Plan, each Executive must execute a participation agreement (the "Participation Agreement"), a form of which was approved by the Committee, and, upon termination, must execute a release agreement in favor of the Company. The Participation Agreement provides for the following severance benefits in the event an Executive's employment is terminated without Cause or the Executive resigns for "Good Reason":

- a continuation of base salary, in accordance with the Company's normal payroll practices, for a period of twenty-four months (the "Severance Period");
- a prorated bonus for the plan year in which the termination occurs, to be paid at the time the Company pays annual bonus awards generally; and
- for a period of eighteen months, a monthly payment equal to the excess of the then COBRA premium charged by the Company to terminated employees over the premium charged to active employees.

All other benefits to which the Executive has a vested right as of the effective date of termination will be paid or provided according to the provisions of the plans or programs governing such benefits. In addition to the foregoing, in the event termination occurs within two years following a "Change in Control" (as defined in the Plan), the Executive will also receive a payment equal to twice the Executive's target bonus opportunity.

The Participation Agreement defines "Good Reason" as the existence of one or more of the following conditions without the Executive's consent: (a) a material diminution in total direct compensation at target (meaning the sum of base salary, target bonus opportunity and the grant date value of long-term awards), other than as a result of (i) an across-the-board reduction for executives at the Executive's level or (ii) a reduction in total direct compensation at target as a result of the Executive being in a performance improvement or disciplinary plan; or (b) a material diminution in authority, duties or responsibilities. Under the terms of the Participation Agreement, Good Reason exists only if the Company fails to cure the event giving rise to Good Reason within 30 days after receiving notice thereof from the Executive.

The foregoing descriptions of the terms of the Plan and the Participation Agreement are qualified in their entirety by reference to the full text of the Plan, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference, and the form Participation Agreement, a copy of which is included as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

On May 5, 2011, the Company issued a News Release (the "News Release") announcing that its Board of Directors had approved a supplemental plan to repurchase up to \$200 million of the Company's common shares. The supplemental share repurchase plan is in addition to and runs concurrent with the \$500 million share repurchase authorization announced by the Company on August 10, 2010.

The portion of the News Release announcing the supplemental share repurchase authorization, which News Release is included as Exhibit 99.1 to this Current Report on Form 8-K, is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibits:

- 10.1 - The Scotts Company LLC Executive Severance Plan, adopted on May 4, 2011
- 10.2 - Form of Tier 1 Participation Agreement under The Scotts Company LLC Executive Severance Plan
- 99.1 - News Release issued by The Scotts Miracle-Gro Company on May 5, 2011



SIGNATURES

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

May 10, 2011

The Scotts Miracle-Gro Company

By: */s/ Vincent C. Brockman*

Name: Vincent C. Brockman

Title: Executive Vice President, General Counsel and Corporate Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	The Scotts Company LLC Executive Severance Plan, adopted on May 4, 2011
10.2	Form of Tier 1 Participation Agreement under The Scotts Company LLC Executive Severance Plan
99.1	News Release issued by The Scotts Miracle-Gro Company on May 5, 2011

EXECUTIVE SEVERANCE PLAN**1. GENERAL POLICY.**

In order to attract and retain the appropriate level of talent for its executive positions, The Scotts Company LLC (the “Company”) will provide Severance Benefits to Executives in the event that their employment is terminated without Cause in accordance with the terms of this Executive Severance Plan (the “Plan”).

2. ELIGIBLE PARTICIPANTS.

2.1. Designation of Eligibility. The Board of Directors of the Scotts Miracle-Gro Company (the “Board”) or the Compensation and Organization Committee of the Board (the “Committee”) shall determine whether an associate is initially eligible, whether that associate retains that eligibility to receive Severance Benefits under this Plan and the level of benefits to which that associate may become entitled as provided herein. Eligibility decisions shall be made by official action of the Board or the Committee, or the individual or committee to whom a delegation is made by the Board or the Committee. Eligible associates shall be called “Executives” for the purposes of this Plan. An Executive designated as eligible will be informed in writing and asked to sign a “Participation Agreement,” in the form specified by the Company, and Executives who thereafter become ineligible shall likewise be informed in writing and the Participation Agreement shall then be null and void. Subject to paragraphs 2.2 and 2.3, Eligibility shall be effective on the date established in the official eligibility decision. If an Executive is notified of ineligibility or termination of the Plan, such notice shall be effective on the first anniversary of the date that the Executive is notified of that decision. Each Executive must acknowledge, by executing the Participation Agreement, that this Plan supersedes any prior agreement, arrangement, plan or program for the payment of severance, salary continuation or the provision of other severance benefits, as well the Executive’s acceptance of the authority of the Board and the Committee under Article 4.

2.2. Notice of Eligibility. Except as otherwise specifically provided in a Participation Agreement, an Executive is eligible for Severance Benefits under this Plan only if the Executive receives a Notice of Termination from the Company. “Notice of Termination” means a written notice expressly stating the Company’s decision to terminate the Executive’s employment without Cause.

2.3. Acknowledgment and Release. Executives are eligible for Severance Benefits under this Plan only if, within sixty days after the Effective Date of Termination, or such later date as is permitted by law for signing and revocation, but not in excess of seventy days, they have signed and not revoked a release agreement approved by the Company and effective after the Effective Date of Termination (a “Release”). An Executive must also acknowledge in the Participation Agreement that the Severance Benefits must be repaid, and the payment of any future Severance Benefits, if any, will cease in the event that the Company determines in its sole discretion that the Executive has breached any post-employment obligations owed to the Company, including those set forth in any non-competition, non-solicitation and confidentiality provision signed by the Executive.

2.4. Release. The Company shall provide a Release to the Executive on or shortly after the Effective Date of Termination, and the Executive may execute the Release during the time period permitted by applicable law. After the execution of the Release, without revocation, and the Company makes the payments referred to in Article 3, the Company shall have no further obligations under this Plan to the Executive. Except for any payments made under this Plan, the Company shall have no further severance obligations to the Executive, whether under another agreement or plan, and no additional severance will be payable in connection with the Executive’s termination of employment.

3. SEVERANCE BENEFITS. Provided that the conditions of Section 2 are satisfied, an Executive shall be entitled to receive the payments and benefits specified in the Participation Agreement or as otherwise specified below (“Severance Benefits”). Unless otherwise specified in a Participation Agreement, payments, in accordance with the Company’s normal payroll processes and withholding practices, shall commence within sixty days after the Effective Date of Termination, or such later date as is permitted by law for signing and revoking the Release, but not in excess of seventy days. For the purposes of the Plan (although not relevant to every Executive):

3.1. Base Salary. “Base Salary” means, except as specified in the Participation Agreement, the salary of record for the Executive in United States dollars as annual salary excluding all other amounts received, including under incentive or other bonus plans, whether or not deferred.

3.2. Target Bonus Opportunity. “Target Bonus Opportunity” means, for any fiscal year, the amount of money determined by multiplying the Executive’s bonus target percentage with respect to his or her annual bonus award by the Executive’s then Base Salary. For example, if the Executive’s Base Salary is \$100,000.00 and the Executive’s bonus target percentage with respect to his or her annual bonus award is 25%, then the Executive’s Target Bonus Opportunity is \$25,000.00.

3.3. Prorated Annual Bonus Award. “Prorated Annual Bonus Award” means, for any fiscal year, the annual bonus award that the Executive would have received had the Executive remained employed for the entire fiscal year/performance period, but prorated based on the actual Base Salary paid to the Executive during such fiscal year for services rendered through the Effective Date of Termination. For the purposes of this paragraph, the Committee will not exercise its discretion as to the subjective portion of the annual bonus award.

3.4. Benefits and Benefit Payment. An Executive shall be eligible to elect COBRA continuation benefits as to medical, dental, and vision insurance benefits, and participation in the Employee Assistance Program as provided by applicable law. At the time severance is paid, pursuant to the first paragraph of this Section 3, the Company shall also pay Executive, an amount equal to the excess of the then COBRA premium charged by the Company to terminated employees, as in effect from time to time, over the premium for such benefits charged to active employees, applicable to the benefits for which Executive was enrolled at the Effective Date of Termination (a “Benefit Payment”). This Benefit Payment will be made for each month starting with the month following the Effective Date of Termination for the length of the “Severance Period,” as set forth in the Participation Agreement, but no more than eighteen months.

3.5. Outplacement Payment. In order to assist the Executive with his or her transition, the Executive shall be entitled to receive outplacement services at the level in place under the Company’s outplacement program in effect on the Effective Date of Termination.

3.6. Vested Benefits. All other benefits to which the Executive has a vested right, as of the Effective Date of Termination, shall be paid or provided according to the provisions of the governing plan or program.

3.7. Changes in Benefits. Any change to this Plan that alters the Severance Benefits described in this Section 3 or in the Participation Agreement shall take effect one year after that change is adopted by official action of the Board or the Committee. The previous sentence notwithstanding, this Plan may be modified and altered at any time in order to comply with applicable laws including tax or securities laws.

3.8. Tax Withholdings. All payments described herein or in the Participation Agreement shall be reduced by applicable withholdings and paid pursuant to the Company’s ordinary payroll practices. No interest shall accrue on any such payments.

3.9. Forfeiture. Any attempt by an Executive to negotiate or demand greater benefits than those set forth above shall constitute a rejection of the Severance Benefits and terminate the Executive’s eligibility for Severance Benefits, effective immediately.

3.10. Code Section 409A Compliance. It is the Company’s intent that amounts paid under this Plan shall not constitute “deferred compensation” as that term is defined under Section 409A of the Internal Revenue Code of 1986, as amended (“Code Section 409A”), and the regulations promulgated thereunder, because the amounts paid under this Plan are structured to comply with the “short-term deferral” exception to Code Section 409A. However, if any amount paid under this Plan is determined to be “deferred compensation” within the meaning of Code Section 409A and compliance with one or more of the provisions of this Plan would cause or would result in a violation of Code Section 409A, then such provision shall be interpreted or reformed in the manner necessary to achieve compliance with Code Section 409A, including but not limited to, the imposition of a six (6) month delay in payment to any “specified employee” (as defined in Code Section 409A) following such specified employee’s date of termination which entitles him or her to a payment under this Plan. All payments to be made upon a termination of employment under this Plan may only be made upon a “separation from service” under Code Section 409A. In no event may the Executive, directly or indirectly, designate the calendar year of a payment and where payment may occur in one year or the next, it shall be made in the second year.

4. ADMINISTRATION PROVISIONS.

4.1 Adoption and Modification. This Plan has been adopted by the Committee. Modifications to, or termination of, this Plan can occur only in writing through official action of the Board, the Committee, or a designee of the Board or the Committee. Any communications or other purported modifications to this Plan that have not been so adopted are void. In no case can this Plan be modified or terminated, or the eligibility of an Executive revoked for two years following a Change in Control.

4.2 Claims and Appeals.

A. **Filing Claims.** Any Executive who believes he or she is entitled to Severance Benefits may file a claim for benefits with the Committee (or its designee).

B. **Notification to Claimant.** If a claim is wholly or partially denied, the Committee (or its designee) will furnish written or electronic notification (in accordance with Department of Labor Regulations Section 2520.104b-1(c)) of the decision to the Executive within 90 days of receipt of the claim in a manner calculated to be understood by the Executive. Such notification shall contain the following information:

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent Plan provisions upon which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (4) a description of the Plan’s claims review procedures describing the steps to be taken and the applicable time limits to submit claims for review, including a statement of the Executive’s right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

If special circumstances require an extension of time for the Committee (or its designee) to process the claim, the 90-day period may be extended for an additional 90 days. Prior to the termination of the initial 90-day period, the Executive shall be furnished with a written or electronic notice setting forth the reason for the extension. The notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee (or its designee) expects to render the benefit determination.

C. **Review Procedure.** An Executive or his or her authorized representative may, with respect to any denied claim:

- (1) request a full and fair review upon a written application filed within 60 days after receipt by the claimant of written or electronic notification of the denial of his or her claim;
- (2) submit written comments, documents, records and other information relating to the claim for benefits; and
- (3) upon request, and free of charge, be provided reasonable access to and copies of documents and records and other information relevant to the claim for benefits.

Upon receipt of a timely, written application for review, the Committee (or its designee) shall undertake a review, taking into account all comments, documents, records and information submitted by the Executive relating to the claim without regard to whether the information was submitted or considered in the initial benefit determination. If the Executive (or his or her duly authorized representative) fails to appeal the initial benefit determination to the Committee (or its designee) in writing within the prescribed period of time, then the Committee's (or its designee's) adverse determination shall be final, binding and conclusive.

Any request or submission must be in writing and directed to the Committee (or its designee). The Committee (or its designee) will have the sole responsibility for the review of any denied claim and will take all steps appropriate in light of its findings.

D. **Decision on Review.** The Committee (or its designee) will render a decision upon review no later than 60 days after receipt of the request for a review. If special circumstances (such as the need to hold a hearing on any matter pertaining to the denied claim) warrant additional time, the decision will be rendered as soon as possible, but not later than 120 days after receipt of the request for review. Written notice specifying the circumstances requiring an extension will be furnished to the Executive prior to the commencement of the extension. The decision on review will be in writing and will include specific reasons for the decision, written in a manner calculated to be understood by the Executive, as well as specific references to the pertinent provisions of the Plan on which the decision is based, including a statement of the Executive's right to bring a civil action under ERISA section 502(a). If the decision on review is not furnished to the Executive within the time limits prescribed above, the claim will be deemed denied on review.

4.3 Administration. The Committee shall serve as the "Plan Administrator" of the Plan and the "named fiduciary" within the meaning of such terms as defined in ERISA. The Plan Administrator shall have full power and discretionary authority to determine eligibility for Severance Benefits and to construe the terms of the Plan, including, but not limited to, the making of factual determinations, the determination of all questions concerning benefits and procedures for claim review and the resolution of all other questions arising under the Plan. Severance Benefits under the Plan will be payable only if the Plan Administrator determines in the Plan Administrator's discretion that the Executive is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions concerning the administration of this Plan.

The Plan Administrator may delegate to other persons responsibilities for performing certain of the duties of the Plan Administrator under the terms of this Plan and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful. The Plan Administrator has discretionary authority to grant or deny benefits under this Plan. In no event shall an Executive or any other person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures established under this Plan have been complied with and exhausted.

4.4 Change in Control. This Plan shall be binding on the Company's successors, including following a Change in Control.

4.6 No Assignment. Severance Benefits payable under the Plan shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempt to cause such Severance Benefits to be so subjected shall not be recognized, except to the extent required by law.

4.7 No Employment Rights. This Plan shall not confer employment rights upon any person. No person shall be entitled, by virtue of the Plan, to remain in the employ of the Company and nothing in the Plan shall restrict the right of the Company to terminate the employment of any associate or other person at any time, for any reason and with or without notice or cause.

4.8 Plan Funding. No associate shall acquire by reason of the Plan any right in or title to any assets, funds, or property of the Company. Any severance pay which becomes payable under the Plan is an unfunded obligation and shall be paid from the general assets of the Company. No employee, officer, director or agent of the Company personally guarantees in any manner the payment of Severance Benefits.

4.9 Applicable Law. This Plan shall be governed and construed in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and in the event that any reference shall be made to State law, the laws of the State of Ohio shall apply, without regard to its conflicts of law provisions.

4.10 Severability. If any provision of the Plan is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Plan shall continue in full force and effect.

5. DEFINITIONS.

5.1 **“Cause”** shall be as defined in The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan or, if a successor long-term incentive plan is adopted, then beginning one year after the effective date of the successor plan, Cause shall be as defined in that successor plan.

5.2 **“Change in Control”** shall be as defined in The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan or, if a successor long-term incentive plan is adopted, then beginning one year after the effective date of the successor plan, Change in Control shall be as defined in that successor plan.

5.3 **“Effective Date of Termination”** means the date on which a termination of the Executive’s employment occurs as specified in the Notice of Termination. For purposes of this Agreement, references to a “termination of employment” or any form thereof shall mean a “separation from service” as defined under Section 409A of United States Internal Revenue Code of 1986, as amended from time to time.

**THE SCOTTS COMPANY LLC
EXECUTIVE SEVERANCE PLAN**

PARTICIPATION AGREEMENT – TIER 1

THIS PARTICIPATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 20____ by and between ____ (the “Executive”) and The Scotts Company LLC, an Ohio limited liability company (the “Company”), on behalf of itself and any of its subsidiaries or affiliates which employs the Executive, and effective __, 20____.

The Executive has been designated as eligible to participate in the Executive Severance Plan (the “Plan”). Intending to be legally bound by this Agreement, the parties agree as provided below. All capitalized terms shall be either as defined herein or, if not so defined, as defined by the Plan, as applicable.

1. Participation in the Plan; Offset of any other Rights to Severance Benefits. I accept my designation as an Executive under the terms of the Plan and, pursuant thereto, I agree to forego any other benefits or payments to which I may otherwise be entitled under the terms of any other plan, program or agreement of the Company which provides for the payment of severance or severance benefits, or salary continuation, in the event of my termination of employment whether in connection with a change in control of the Company or otherwise.

2. Termination of Employment/Good Reason.

2.1 I acknowledge that I will be eligible for Severance Benefits under this Plan only if I receive a Notice of Termination from the Company or I provide the Company with a Notice of Good Reason, without cure, as provided below, and, in either event, execute, and do not revoke, a Release.

2.2 “Good Reason” means, without my consent, the existence of one or more of the following conditions:

(a) A material diminution in my total direct compensation at target (meaning the sum of my Base Salary, Target Bonus Opportunity and grant date value of any long term awards), except that “Good Reason” shall not include:

(i) an across-the-board reduction for executives at my level; or

(ii) a reduction in my total direct compensation at target, by reason of my being in a Company performance improvement or disciplinary plan; or

(b) A material diminution in my authority, duties, or responsibilities, except that “Good Reason” shall not include:

(i) a change in my position to another position which is at the same, or higher, officer level, and for which I am reasonably qualified by education, skills or experience; or

(ii) a requirement that I be based at a different office of the Company from that to which I was assigned prior to that required move.

Notwithstanding the foregoing, an event described in this paragraph 2.2 shall constitute “Good Reason” only if the Company fails to cure such event within thirty (30) days after receipt from me of a notice as to the event giving rise to Good Reason and Good Reason shall cease to exist for an event on the ninetieth (90th) day following the later of its occurrence or my knowledge thereof.

3. Amount of Benefit, Payment, etc.

3.1 Prior to a Change in Control, severance shall equal (i) a continuation of Base Salary, in accordance with the Company’s normal payroll processes and withholding policy, for twenty four months (the “Severance Period”), (ii) a payment of a Prorated Annual Bonus Award for the plan year in which the Effective Date of Termination occurs, prorated to the Effective Date of Termination, at the time the Company pays Annual Bonus Awards generally, and (iii) a Benefit Payment. Payments of items (i) and (iii) shall commence within sixty days after the Effective Date of Termination, or such later date as is permitted by law for signing and revoking the Release, but not in excess of seventy days.

3.2 In the event the Effective Date of Termination is within the two year period after the occurrence of a Change in Control, (i) the payment due under paragraph 3.1(i) shall be increased by an amount equal to two multiplied by the Target Bonus Opportunity, and (ii) if the event giving rise to the Change in Control constitutes a “change in control” as defined in Code Section 409A, all amounts due hereunder and under paragraphs 3.1(i) and (iii) shall be made in a single lump sum within sixty days after the Effective Date of Termination or such later date as is permitted by law for signing and revoking the Release, but not in excess of seventy days, and, in any event in accordance with Section 3.10 of the Plan.

3.3 I hereby acknowledge that the severance payments and Benefit Payment must be repaid, and all future payments, if any, will cease, in the event that I breach any post-employment obligations owed to the Company, including those set forth in any non-competition, non-solicitation and confidentiality provision signed by me.

3.4 I hereby accept my designation as eligible to participate in the Plan. I also accept the terms of the Plan and this Agreement, acknowledge that I have carefully reviewed the terms of the Plan and this Agreement, accept the authority of the Board and the Committee under Article 4 of the Plan and agree that nothing in this Agreement shall confer any employment rights or restrict the right of the Company to terminate my employment at any time, for any reason and with or without notice or cause.

This Agreement has been duly executed as of the day and year first written above.

THE SCOTTS COMPANY LLC

By:___

Title:___

I hereby accept my right to receive potential Severance Benefits described in this Agreement and the Plan and agree to be bound by the terms of the Plan and this Agreement.

Witness

Executive

ScottsMiracle-Gro Board Authorizes Increased Share Repurchase Plan; Declares Regular Quarterly Dividend

Supplemental share repurchase plan increases capacity by \$200 million

MARYSVILLE, Ohio (May 5, 2011) – The Scotts Miracle-Gro Company (NYSE: SMG), the world’s largest marketer of branded consumer lawn and garden products, announced that its Board of Directors has approved a supplemental plan to repurchase up to \$200 million of the Company’s stock. The new plan is in addition to the existing \$500 million authorization, which was approved last year.

Through the end of its second fiscal quarter, the Company already had repurchased shares valued at approximately \$120 million under the original authorization.

“We remain committed to using our financial flexibility to return cash to our shareholders,” said Jim Hagedorn, chairman and chief executive officer. “Combined with our existing dividend and previous share repurchase plan, this action demonstrates our continued commitment to shareholders and our ongoing confidence in the strength of our business.”

Additionally, the Board approved the payment of a cash dividend of \$0.25 per share. The dividend is payable June 10, 2011 to shareholders of record on May 27, 2011.

Under the share repurchase authorization, the Company may purchase shares from time to time in open market purchases or privately negotiated transactions. The Company may make all or part of the repurchases under Rule 10b5-1 plans, which may be entered into from time to time and enable the Company to make repurchases on a more regular basis, or pursuant to accelerated share repurchases. The authorization, which expires September 30, 2014 may be suspended or discontinued at any time.

About ScottsMiracle-Gro

With approximately \$3 billion in worldwide sales, The Scotts Miracle-Gro Company, through its wholly-owned subsidiary, The Scotts Company LLC, is the world’s largest marketer of branded consumer products for lawn and garden care. The Company’s brands are the most recognized in the industry. In the U.S., the Company’s Scotts®, Miracle-Gro® and Ortho® brands are market-leading in their categories, as is the consumer Roundup® brand, which is marketed in North America and most of Europe exclusively by Scotts and owned by Monsanto. In the U.S., we operate Scotts LawnService®, the second largest residential lawn care service business. In Europe, the Company’s brands include Weedol®, Pathclear®, Evergreen®, Levington®, Miracle-Gro®, KB®, Fertiligène® and Substral®. For additional information, visit us at www.scotts.com.

Cautionary Note Regarding Forward-Looking Statements

Statements contained in this press release, other than statements of historical fact, which address activities, events and developments that the Company expects or anticipates will or may occur in the future, including, but not limited to, information regarding the future economic performance and financial condition of the Company, the plans and objectives of the Company’s management, the Company’s assumptions regarding such performance and plans, as well as the amount and timing of repurchases of the Company’s common shares are “forward-looking statements” within the meaning of the U.S. federal securities laws that are subject to risks and uncertainties. These forward-looking statements generally can be identified as statements that include phrases such as “guidance,” “outlook,” “projected,” “believe,” “target,” “predict,” “estimate,” “forecast,” “strategy,” “may,” “goal,” “expect,” “anticipate,” “intend,” “plan,” “foresee,” “likely,” “will,” “should” or other similar words or phrases. Actual results could differ materially from the forward-looking information in this release due to a variety of factors.

Additional detailed information concerning a number of the important factors that could cause actual results to differ materially from the forward-looking information contained in this release is readily available in the Company’s publicly filed quarterly, annual and other reports. The Company disclaims any obligation to update developments of these risk factors or to announce publicly any revision to any of the forward-looking statements contained in this release, or to make corrections to reflect future events or developments.

Contact:

Jim King

Senior Vice President

Investor Relations & Corporate Affairs

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