
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):

January 20, 2011

The Scotts Miracle-Gro Company

(Exact name of registrant as specified in its charter)

Ohio

001-11593

31-1414921

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

14111 Scottslawn Road, Marysville, Ohio

43041

(Address of principal executive offices)

(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 January 21, 2011, The Scotts Miracle-Gro Company (the “Company”) granted the following equity-based awards to each of the named executive officers set forth below:

	Number of Performance Units	Number of Nonqualified Stock Options
James Hagedorn, Chief Executive Officer and Chairman of the Board	22,600	117,800
Barry W. Sanders, President	8,900	46,400
David C. Evans, Executive Vice President and Chief Financial Officer	5,300	27,800

Each whole performance unit represents the right to receive one full common share of the Company, without par value (a “Common Share”), if both the performance goal and vesting requirement underlying the performance unit are satisfied. The Compensation and Organization Committee (the “Compensation Committee”) of the Company’s Board of Directors established the performance goal as cumulative adjusted earnings per share equal to \$10.43 over the performance period, which runs from October 1, 2010 through September 30, 2013. For purposes of determining whether the performance goal has been achieved, the Compensation Committee defined adjusted earnings per share as reported earnings per share, excluding the impact of non-recurring items, extraordinary items, discontinued operations and the cumulative effect of accounting changes. The Compensation Committee reserved the right to reduce the maximum number of performance units that may be awarded based on such subjective criteria as it may deem appropriate.

Each performance unit was granted subject to the terms of a Performance Unit Award Agreement which provides that, in the event the performance goal is satisfied, each executive officer’s interest in the performance unit will vest on January 21, 2014, the third-anniversary of the date of grant.

Each nonqualified stock option (“NSO”) represents the right to purchase one full Common Share at the exercise price established for such NSO if the vesting requirement underlying the NSO is satisfied. Each NSO was granted subject to a three-year, time-based cliff vesting provision and will vest on January 21, 2014. Based on the closing price of the Common Shares on the New York Stock Exchange on the date of grant, each NSO has an exercise price of \$51.73.

The foregoing description of the terms and conditions of the Performance Unit Award Agreement is qualified in its entirety by reference to the full text of the form of Performance Unit Award Agreement, a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On January 20, 2011, the Company held its Annual Meeting of Shareholders (the “Annual Meeting”) at The Berger Learning Center, located at 14111 Scottslawn Road, Marysville, Ohio 43041. At the close of business on November 24, 2010, the record date for the Annual Meeting, there were a total of 66,557,295 Common Shares of the Company issued and outstanding, each share being entitled to one vote. At the Annual Meeting, 62,020,776, or 93.18%, of the outstanding Common Shares were represented in person or by proxy and, therefore, a quorum was present.

The vote on proposals presented for shareholder vote at the Annual Meeting was as follows:

Proposal 1 – Election of Directors.

	Votes For	Votes Withheld	Broker Non-Votes
Class of 2014			
James Hagedorn	55,444,320	2,700,230	3,876,280
William G. Jurgensen	57,567,455	577,095	3,876,280
Nancy G. Mistretta	57,072,684	1,071,866	3,876,280
Stephanie M. Shern	57,563,116	581,434	3,876,280

Each of James Hagedorn, William G. Jurgensen, Nancy G. Mistretta and Stephanie M. Shern was elected as a director of the Company to serve for a term expiring at the Annual Meeting of Shareholders to be held in 2014.

Proposal 2 – Ratification of the Selection of Deloitte & Touche LLP as the Company’s Independent Registered Public Accounting Firm for the Fiscal Year Ending September 30, 2011.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>
60,862,171	812,917	345,688

The Audit Committee’s selection of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for the fiscal year ending September 30, 2011 was ratified.

Proposal 3 – Approval of the Material Terms of the Performance Criteria under The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
56,090,594	1,474,224	579,732	3,876,280

The material terms of the performance criteria under The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan were approved.

Proposal 4 – Approval of the Material Terms of the Performance Criteria under The Scotts Company LLC Amended and Restated Executive Incentive Plan.

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
55,035,676	2,568,921	539,953	3,876,280

The material terms of the performance criteria under The Scotts Company LLC Amended and Restated Executive Incentive Plan were approved.

Item 9.01 Financial Statements and Exhibits.

Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Specimen form of Performance Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants of Performance Units which may be made under The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan (post January 20, 2011 version)

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.

The Scotts Miracle-Gro Company

January 26, 2011

By: */s/ Vincent C. Brockman*

Name: Vincent C. Brockman

Title: Executive Vice President, General Counsel and Corporate Secretary

Exhibit Index

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10.1	Specimen form of Performance Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants of Performance Units which may be made under The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan (post January 20, 2011 version)

**THE SCOTTS MIRACLE-GRO COMPANY
AMENDED AND RESTATED
2006 LONG-TERM INCENTIVE PLAN**

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

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

The Scotts Miracle-Gro Company ("Company") believes that its business interests are best served by ensuring that you have an opportunity to share in the Company's business success. To this end, the Company adopted The Scotts Miracle-Gro Company Amended and Restated 2006 Long-Term Incentive Plan ("Plan") through which key employees, like you, may acquire (or share in the appreciation of) common shares, without par value, of the Company ("Shares"). Capitalized terms that are not defined in this Award Agreement have the same meanings as in the Plan.

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

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

The Scotts Miracle-Gro Company

Attention: [Title]

14111 Scottslawn Road

Marysville, Ohio 43041

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

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

[TPA Telephone Number]

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

1. DESCRIPTION OF YOUR PERFORMANCE UNITS

You have been granted [Number] Performance Units ("Performance Units") and an equal number of related dividend equivalents, subject to the terms and conditions of the Plan and this Award Agreement. The "Grant Date" of your Award is [Grant Date]. Each whole Performance Unit represents the right to receive one full Share at the time and in the manner described in this Award Agreement. Subject to Section 3(f) of this Award Agreement, each dividend equivalent represents the right to receive an amount equal to the dividends that are declared and paid during the period beginning on the Grant Date and ending on the Settlement Date (as described in Section 2(b) of this Award Agreement) with respect to the Share represented by the related Performance Unit.

2. VESTING AND SETTLEMENT

(a) **Vesting.** Subject to Sections 3(a), 3(b) and 3(c) of this Award Agreement, the number of your Performance Units shall vest on the [vesting date], subject to satisfaction of the performance criteria set forth on Exhibit A over the period beginning on the [beginning date] and ending on [ending date] (the "Performance Period").

(b) **Settlement.** Subject to the terms of the Plan and this Award Agreement, your vested Performance Units shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days, following the earliest to occur of: (i) your death; (ii) the date you become Disabled (as defined in Section 2(c) of this Award Agreement); or (iii) [vesting date] (the "Settlement Date"). Your whole Performance Units shall be settled in full Shares, and any fractional Performance Units shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.

(c) **Definitions.** For purposes of this Award Agreement, (i) "Disabled" means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable

physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board; and (ii) "Terminate" (or any form thereof) means the later of (A) the cessation of the employment relationship between you and the Company and all Affiliates and Subsidiaries for any reason; or (B) the cessation of your service as a member of the Board.

3. GENERAL TERMS AND CONDITIONS

(a) **YOU MAY FORFEIT YOUR PERFORMANCE UNITS IF YOU TERMINATE.** Except as otherwise provided in this Section 3(a) and Section 3(c) of this Award Agreement, you will forfeit your Performance Units if you Terminate prior to the [vesting date].

(i) If, prior to the Vesting Date, you (A) Terminate after reaching either (A) age 55 and completing at least 10 years of service with the Company, its Affiliates and/or its Subsidiaries] or (B) age 62 regardless of your years of service, (B) die or (C) become Disabled, your Performance Units will become 100% vested as of the date of such event and will be settled in accordance with Section 2(b) of this Award Agreement.

(ii) If, prior to the Vesting Date, you Terminate for any reason not described in Section 3(a)(i) of this Award Agreement, your Performance Units will be forfeited immediately.

(b) **YOU WILL FORFEIT YOUR PERFORMANCE UNITS IF YOU ENGAGE IN CONDUCT THAT IS HARMFUL TO THE COMPANY (OR ANY AFFILIATE OR SUBSIDIARY).** You will forfeit any outstanding Performance Units and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan if, without the Company's written consent, you do any of the following within 180 days before and 730 days after you Terminate:

(i) You serve (or agree to serve) as an officer, director, consultant, manager or employee of any proprietorship, partnership, corporation or other entity or become the owner of a business or a member of a partnership, limited liability company or other entity that competes with any portion of the Company's (or any Affiliate's or Subsidiary's) business with which you have been involved any time within five years before your Termination or render any service (including, without limitation, advertising or business consulting) to entities that compete with any portion of the Company's (or any Affiliate's or Subsidiary's) business with which you have been involved any time within five years before your Termination;

(ii) You refuse or fail to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;

(iii) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;

(iv) On your own behalf or on behalf of any other person, partnership, association, corporation, limited liability company or other entity, you solicit or in any manner attempt to influence or induce any employee of the Company or any Affiliate or Subsidiary to leave the Company's or any Affiliate's or Subsidiary's employment or use or disclose to any person, partnership, association, corporation, limited liability company or other entity any information obtained while an employee of the Company or any Affiliate or Subsidiary concerning the names and addresses of the Company's or any Affiliate's or Subsidiary's employees;

(v) You disclose confidential and proprietary information relating to the Company's or any Affiliate's or Subsidiary's business affairs ("Trade Secrets"), including technical information, product information and formulae, processes, business and marketing plans, strategies, customer information and other information concerning the Company's or any Affiliate's or Subsidiary's products, promotions, development, financing, expansion plans, business policies and practices, salaries and benefits and other forms of information considered by the Company or any Affiliate or Subsidiary to be proprietary and confidential and in the nature of Trade Secrets;

(vi) You fail to return all property (other than personal property), including keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been submitted to you in the course of your service to the Company or any Affiliate or Subsidiary; or

(vii) You engaged in conduct that the Committee reasonably concludes would have given rise to a Termination for Cause had it been discovered before you Terminated.

(c) **CHANGE IN CONTROL.** Normally, your Performance Units will vest and be settled only under the circumstances described in Sections 2 and 3(a)(i) of this Award Agreement. However, if there is a Change in Control, your Performance Units will vest and be settled as described in the Plan. You should read the Plan carefully to ensure that you understand how this may happen.

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

(e) **RIGHTS BEFORE YOUR PERFORMANCE UNITS ARE SETTLED.** Except as provided in Section 3(f) of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the Performance Units unless and until you become the record holder of such Shares.

(f) **DIVIDEND EQUIVALENTS.** You will be entitled to receive a dividend equivalent equal to any dividends declared and paid on each Share represented by a related Performance Unit, subject to the same terms and conditions as the related Performance Unit. Any dividend equivalents described in this Section 3(f) will be distributed to you in accordance with Section 2(b) of this Award Agreement or forfeited, depending on whether or not you have met the conditions described in this Award Agreement and the Plan. Any such distributions will be made in (i) cash, for any dividend equivalents relating to cash dividends and (ii) Shares, for any dividend equivalents relating to Share dividends.

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

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

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

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

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

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

4. YOUR ACKNOWLEDGMENT OF AWARD CONDITIONS

By signing below, you acknowledge and agree that:

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

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

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

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

[**Grantee's Name**]

By:

Date signed:

THE SCOTTS MIRACLE-GRO COMPANY

By:

[Name of Company Representative]

[Title of Company Representative]

Date signed:

EXHIBIT A

PERFORMANCE CRITERIA