

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 28, 2015

OR

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

For the transition period from _____ to _____

Commission File Number: 001-11593

The Scotts Miracle-Gro Company

(Exact name of registrant as specified in its charter)

OHIO

(State or other jurisdiction of
incorporation or organization)

31-1414921

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

**14111 SCOTTS LAWN ROAD,
MARYSVILLE, OHIO**

(Address of principal executive offices)

43041

(Zip Code)

(937) 644-0011

(Registrant's telephone number, including area code)

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

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

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

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

Large accelerated filer ☒ Accelerated filer ☐

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

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

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

Class

Outstanding at May 5, 2015

Common Shares, \$0.01 stated value, no par value

61,257,187 Common Shares

THE SCOTTS MIRACLE-GRO COMPANY
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PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

THE SCOTTS MIRACLE-GRO COMPANY

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
Net sales	\$ 1,102.3	\$ 1,081.0	\$ 1,318.5	\$ 1,270.6
Cost of sales	668.8	647.2	855.7	802.9
Cost of sales—impairment, restructuring and other	0.2	—	0.2	—
Gross profit	433.3	433.8	462.6	467.7
Operating expenses:				
Selling, general and administrative	219.7	212.2	346.6	336.6
Impairment, restructuring and other	4.9	6.1	14.5	6.4
Other income, net	(0.6)	(1.6)	(1.8)	(2.7)
Income from operations	209.3	217.1	103.3	127.4
Costs related to refinancing	—	10.7	—	10.7
Interest expense	15.0	12.0	24.7	25.9
Income from continuing operations before income taxes	194.3	194.4	78.6	90.8
Income tax expense from continuing operations	70.0	68.7	28.3	30.9
Income from continuing operations	124.3	125.7	50.3	59.9
Income from discontinued operations, net of tax	—	—	—	0.1
Net income	\$ 124.3	\$ 125.7	\$ 50.3	\$ 60.0
Net loss (income) attributable to noncontrolling interest	0.3	—	(0.3)	—
Net income attributable to controlling interest	\$ 124.6	\$ 125.7	\$ 50.0	\$ 60.0
Basic income per common share:				
Income from continuing operations	\$ 2.05	\$ 2.03	\$ 0.82	\$ 0.97
Income from discontinued operations	—	—	—	—
Basic income per common share	\$ 2.05	\$ 2.03	\$ 0.82	\$ 0.97
Weighted-average common shares outstanding during the period	60.9	61.9	60.9	62.0
Diluted income per common share:				
Income from continuing operations	\$ 2.01	\$ 2.00	\$ 0.81	\$ 0.95
Income from discontinued operations	—	—	—	—
Diluted income per common share	\$ 2.01	\$ 2.00	\$ 0.81	\$ 0.95
Weighted-average common shares outstanding during the period plus dilutive potential common shares	62.1	62.9	62.0	63.1
Dividends declared per common share	\$ 0.450	\$ 0.438	\$ 0.900	\$ 0.875

See notes to condensed consolidated financial statements.

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
Net income	\$ 124.3	\$ 125.7	\$ 50.3	\$ 60.0
Other comprehensive (loss) income, net of tax:				
Net foreign currency translation adjustment	(8.1)	(2.7)	(11.1)	(4.1)
Net unrealized loss on derivative instruments, net of tax of \$2.5 and \$2.0, \$3.1, and \$1.8 respectively	(4.0)	(3.3)	(5.1)	(2.9)
Reclassification of net unrealized loss on derivatives to net income, net of tax of \$1.5, \$2.4, \$2.1, and \$4.3, respectively	2.4	3.9	3.4	7.0
Net unrealized loss in pension and other post-retirement benefits, net of tax of \$0.0, \$0.0, \$0.0 and \$0.2, respectively	—	—	—	(0.3)
Reclassification of net pension and post-retirement benefit loss to net income, net of tax of \$0.5, \$0.5, \$1.0, and \$1.0, respectively	0.8	0.7	1.6	1.5
Total other comprehensive (loss) income	(8.9)	(1.4)	(11.2)	1.2
Comprehensive income	\$ 115.4	\$ 124.3	\$ 39.1	\$ 61.2

See notes to condensed consolidated financial statements.

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

	SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014
OPERATING ACTIVITIES		
Net income	\$ 50.3	\$ 60.0
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Impairment, restructuring and other	4.3	—
Costs related to refinancing	—	3.5
Share-based compensation expense	9.3	6.4
Depreciation	24.9	25.7
Amortization	7.1	6.4
(Gain) loss on sale of assets	(0.6)	0.2
Gain on sale of business	—	(0.2)
Equity in net loss of unconsolidated affiliates	—	(0.1)
Changes in assets and liabilities, net of acquired businesses:		
Accounts receivable	(734.7)	(775.3)
Inventories	(215.8)	(222.7)
Prepaid and other assets	(37.8)	(39.5)
Accounts payable	117.7	208.8
Other current liabilities	113.0	116.9
Restructuring reserves	2.8	(0.9)
Other non-current items	3.5	(2.9)
Other, net	7.3	(0.9)
Net cash used in operating activities	(648.7)	(614.6)
INVESTING ACTIVITIES		
Proceeds from sale of long-lived assets	5.2	—
Proceeds from sale of business, net of transaction costs	—	4.1
Investments in property, plant and equipment	(28.0)	(53.0)
Investments in acquired businesses, net of cash acquired	(50.5)	(60.0)
Net cash used in investing activities	(73.3)	(108.9)
FINANCING ACTIVITIES		
Borrowings under revolving and bank lines of credit	1,195.5	1,715.5
Repayments under revolving and bank lines of credit	(450.5)	(661.3)
Repayment of 7.25% Senior Notes	—	(200.0)
Financing and issuance fees	—	(6.1)
Dividends paid	(54.8)	(54.5)
Purchase of common shares	(14.8)	(59.6)
Payments on seller notes	(0.8)	(0.8)
Excess tax benefits from share-based payment arrangements	2.8	3.8
Cash received from the exercise of stock options	16.2	7.9
Net cash provided by financing activities	693.6	744.9
Effect of exchange rate changes on cash	(6.1)	1.5
Net (decrease) increase in cash and cash equivalents	(34.5)	22.9
Cash and cash equivalents, beginning of period	89.3	129.8
Cash and cash equivalents, end of period	\$ 54.8	\$ 152.7
SUPPLEMENTAL CASH FLOW INFORMATION		
Interest paid	\$ (20.6)	\$ (24.6)
Call premium on 7.25% Senior Notes	—	(7.3)
Income taxes (paid) refunded	(10.3)	13.2

See notes to condensed consolidated financial statements.

THE SCOTTS MIRACLE-GRO COMPANY

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

	MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 54.8	\$ 152.7	\$ 89.3
Accounts receivable, less allowances of \$12.8, \$17.7 and \$7.5, respectively	682.1	746.9	224.0
Accounts receivable pledged	376.7	341.9	113.7
Inventories	596.1	546.2	385.1
Prepaid and other current assets	153.8	149.9	122.9
Total current assets	1,863.5	1,937.6	935.0
Property, plant and equipment, net of accumulated depreciation of \$609.6, \$593.8 and \$597.2, respectively	437.0	443.6	437.0
Goodwill	371.5	333.3	350.9
Intangible assets, net	308.6	318.5	302.7
Other assets	29.2	38.2	32.7
Total assets	\$ 3,009.8	\$ 3,071.2	\$ 2,058.3
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities:			
Current portion of debt	\$ 318.1	\$ 278.6	\$ 91.9
Accounts payable	300.4	342.5	193.3
Other current liabilities	366.7	397.0	259.5
Total current liabilities	985.2	1,018.1	544.7
Long term debt	1,211.1	1,145.3	692.4
Other liabilities	243.6	232.1	254.0
Total liabilities	2,439.9	2,395.5	1,491.1
Contingencies (note 11)			
Shareholders' equity:			
Common shares and capital in excess of \$.01 stated value per share; 61.1, 61.5 and 60.7 shares issued and outstanding, respectively	399.4	395.0	395.3
Retained earnings	632.4	708.5	636.9
Treasury shares, at cost; 7.0, 6.7 and 7.4 shares, respectively	(378.3)	(351.2)	(392.3)
Accumulated other comprehensive loss	(97.4)	(76.6)	(86.2)
Total shareholders' equity - controlling interest	556.1	675.7	553.7
Noncontrolling interest	13.8	—	13.5
Total equity	569.9	675.7	567.2
Total liabilities and shareholders' equity	\$ 3,009.8	\$ 3,071.2	\$ 2,058.3

See notes to condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

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

Organization and Basis of Presentation

The Company’s unaudited condensed consolidated financial statements for the three and six months ended March 28, 2015 and March 29, 2014 are presented in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The condensed consolidated financial statements include the accounts of Scotts Miracle-Gro and its subsidiaries. All intercompany transactions and accounts have been eliminated in consolidation. The Company’s consolidation criteria are based on majority ownership (as evidenced by a majority voting interest in the entity) and an objective evaluation and determination of effective management control. AeroGrow International, Inc. (“AeroGrow”), in which the Company has controlling interest, is consolidated with the equity owned by other shareholders shown as noncontrolling interest in the consolidated balance sheets, and the other shareholders’ portion of net earnings and other comprehensive income is shown as net earnings or comprehensive income attributable to noncontrolling interest in the consolidated statement of operations and consolidated statements of comprehensive income (loss), respectively. In the opinion of management, interim results reflect all normal and recurring adjustments and are not necessarily indicative of results for a full year.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been omitted or condensed pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, this report should be read in conjunction with Scotts Miracle-Gro’s Annual Report on Form 10-K for the fiscal year ended September 30, 2014 (the “2014 Annual Report”), which includes a complete set of footnote disclosures, including the Company’s significant accounting policies.

The Company’s Condensed Consolidated Balance Sheet at September 30, 2014 has been derived from the Company’s audited Consolidated Balance Sheet at that date, but does not include all of the information and footnotes required by GAAP for complete financial statements.

Use of Estimates

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

Long-lived Assets

The Company had noncash investing activities of \$3.3 million and \$2.8 million representing unpaid liabilities incurred during the six months ended March 28, 2015 and March 29, 2014, respectively, to acquire property, plant and equipment.

RECENT ACCOUNTING PRONOUNCEMENTS

Revenue Recognition from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers*. This guidance requires companies to recognize revenue in a manner that depicts the transfer of promised goods or services to customers in amounts that reflect the consideration to which a company expects to be entitled in exchange for those goods or services. The new standard also will result in enhanced disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The provisions are effective for the Company’s financial statements for the fiscal year beginning October 1, 2018. The standard allows for either a full retrospective or a modified retrospective transition method. The Company is currently evaluating the impact of this standard on its consolidated results of operations, financial position and cash flows.

Discontinued Operations Reporting

In April 2014, the FASB issued an accounting standard update that amends the accounting guidance related to discontinued operations. This amendment defines discontinued operations as a component or group of components that is disposed of or is classified as held for sale and represents a strategic shift that has or will have a major effect on an entity's operations and financial results. This amendment also introduces new disclosures for disposals that do not meet the criteria of discontinued operations. The provisions are effective for fiscal years beginning after December 15, 2014 and apply to new disposals and new classifications of disposal groups as held for sale after the effective date. The adoption of the amended guidance impacts presentation and disclosure of future divestitures and did not have a significant impact on the Company's consolidated financial position, results of operations or cash flows as of March 28, 2015.

Going Concern

In August 2014, the FASB issued a new accounting standard that requires management to assess if there is substantial doubt about an entity's ability to continue as a going concern for each annual and interim period. If conditions or events give rise to substantial doubt, disclosures are required. The new accounting standard will be effective as of December 31, 2016 and is not expected to have an impact on the Company's financial statement disclosures.

NOTE 2. DISCONTINUED OPERATIONS

In March 2014, the Company completed the sale of its U.S. and Canadian wild bird food business, including intangible assets, certain on-hand inventory and fixed assets, for \$4.1 million in cash and an estimated \$1.0 million in future earn-out payments. As a result, effective in the second quarter of fiscal 2014, the Company classified its results of operations for all periods presented to reflect the wild bird food business as a discontinued operation. In addition, in the third quarter of fiscal 2014, the Company received \$3.1 million for the sale of the remaining wild bird food manufacturing facilities resulting in a gain of \$1.2 million.

The following table summarizes the results of the wild bird food business within discontinued operations for the periods presented:

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Net sales	\$ —	\$ 11.2	\$ —	\$ 18.0
Operating costs	—	11.0	—	17.6
Gain on sale of assets	—	(0.2)	—	(0.2)
Income from discontinued operations before income taxes	—	0.4	—	0.6
Income tax expense from discontinued operations	—	0.4	—	0.5
Income from discontinued operations, net of tax	\$ —	\$ —	\$ —	\$ 0.1

NOTE 3. ACQUISITIONS

Fiscal 2015

On October 16, 2014, Scotts LawnService® acquired the assets of Action Pest Control, Inc. ("Action Pest"), a residential and commercial pest control provider in the Midwest, for \$21.7 million. Action Pest provides residential and commercial pest control services to homeowners and businesses throughout Indiana, Kentucky, and Illinois. This transaction provides Scotts LawnService® an entry into the pest control market, which is part of the segment's long-term growth strategy. Included in the purchase price of \$21.7 million is non-cash investing activity of approximately \$4.0 million representing the deferral of a portion of the purchase price into subsequent fiscal periods. The preliminary valuation of acquired assets included finite-lived identifiable intangible assets of \$6.0 million and tax deductible goodwill of \$13.6 million. Identifiable intangible assets included tradename, customer relationships and non-compete agreements with useful lives ranging between 1 to 12 years. The estimated fair values of the identifiable intangible assets were determined using an income-based approach, which includes market participant expectations of cash flows that an asset will generate over the remaining useful life discounted to present value using an appropriate rate of return. The Company expects to complete the valuation before the end of fiscal 2015. Net sales for Action Pest included in the Scotts LawnService® segment for the three and six months ended March 28, 2015 were \$2.7 million and \$4.6 million, respectively.

Also, during the six months ended March 28, 2015, the Company completed three acquisitions within the Global Consumer segment for an aggregate estimated purchase price of \$33.6 million. The preliminary valuation of acquired assets for the transactions included (i) \$11.8 million in finite-lived identifiable intangible assets, (ii) \$10.2 million in fixed assets, (iii) \$3.7 million in tax

deductible goodwill, and (iv) approximately \$7.9 million of inventory and accounts receivable. Identifiable intangible assets include tradenames and customer relationships with useful lives ranging between 7 to 20 years. The estimated fair values of the identifiable intangible assets were determined using an income-based approach, which includes market participant expectations of cash flows that an asset will generate over the remaining useful life discounted to present value using an appropriate rate of return.

On March 30, 2015 and subsequent to the end of our second quarter of fiscal 2015, the Company completed an acquisition within the Global Consumer segment to expand its international growing media distribution for an estimated purchase price of \$6.6 million. The initial purchase price accounting for the acquisition will be determined during the third quarter of fiscal 2015.

On March 30, 2015 and subsequent to the end of our second quarter of fiscal 2015, the Company acquired the assets of General Hydroponics, Inc. ("General Hydroponics") and Bio-Organic Solutions, Inc. ("Vermicrop") for \$120.0 million and \$15.0 million, respectively. This transaction provides the Company with an additional entry in the indoor and urban gardening market, which is a part of the Company's long-term growth strategy. Based in California, General Hydroponics and Vermicrop are leading producers of liquid plant food products, growing media, and accessories for the hydroponics markets. Included in the Vermicrop purchase price is \$5.0 million of contingent consideration, the payment of which will depend on the performance of the business over the next year. Additionally, the Vermicrop purchase price was paid in the Company's common shares based on the average share price at the time of payment. The initial purchase price accounting for the acquisition will be determined during the third quarter of fiscal 2015.

Fiscal 2014

During the three months ended September 30, 2014, the Company obtained control of the operations of AeroGrow through its increased involvement, influence, and working capital loan of \$4.5 million provided in July 2014. AeroGrow is a developer, marketer, direct-seller, and wholesaler of advanced indoor garden systems designed for consumer use in gardening, cooking, healthy eating, and home and office décor markets. AeroGrow operates primarily in the United States and Canada, as well as Australia and select countries in Europe and Asia. The preliminary valuation of acquired assets included finite-lived identifiable intangible assets of \$13.7 million, and goodwill of \$11.6 million. Identifiable intangible assets included tradename and customer relationships with useful lives ranging between 9 to 20 years. The estimated fair values of the identifiable intangible assets were determined using an income-based approach, which includes market participant expectations of cash flows that an asset will generate over the remaining useful life discounted to present value using an appropriate rate of return. The Company expects to complete the valuation before the end of fiscal 2015. Net sales for AeroGrow included in the Global Consumer segment for the three and six months ended March 28, 2015 were \$3.1 million and \$14.3 million, respectively.

The Company completed an acquisition of the assets of the U.K. based Solus Garden and Leisure Limited ("Solus") in the fourth quarter of fiscal 2014 within its Global Consumer segment for \$7.4 million, \$1.1 million of which was paid in cash and \$6.3 million of which was paid through the forgiveness of outstanding accounts receivable owed by Solus to the Company. Solus is a supplier of garden and leisure products and offers a diverse mix of brands. Net sales for Solus included in the Global Consumer segment for the three and six months ended March 28, 2015 were \$5.2 million and \$8.0 million, respectively.

On September 30, 2014, Scotts Miracle-Gro's wholly-owned subsidiary, Scotts Canada Ltd., acquired Fafard & Brothers Ltd. ("Fafard") for \$59.8 million. Fafard is a Canadian based producer of peat moss and growing media products for the consumer and professional markets, including peat-based and bark-based mixes, composts and premium soils. The acquisition of Fafard increases the Company's presence within Canada as Fafard serves customers primarily across Ontario, Quebec and New Brunswick. The preliminary valuation of acquired assets included working capital of \$18.0 million, property, plant, and equipment of \$23.7 million, finite-lived identifiable intangible assets of \$13.6 million, and tax deductible goodwill of \$6.0 million. Working capital included accounts receivable of \$5.2 million, inventory of \$17.3 million, and accounts payable of \$4.5 million. Identifiable intangible assets included tradename, customer relationships, non-compete agreements, and peat harvesting rights with useful lives ranging between 5 to 25 years. The estimated fair values of the identifiable intangible assets were determined using an income-based approach, which includes market participant expectations of cash flows that an asset will generate over the remaining useful life discounted to present value using an appropriate rate of return. The Company expects to complete the valuation before the end of fiscal 2015. Included in the purchase price of Fafard is \$7.1 million of contingent consideration, the payment of which will depend on the performance of the business over the next two years. Net sales for Fafard included in the Global Consumer segment for the three and six months ended March 28, 2015 were \$4.2 million and \$12.0 million, respectively.

The condensed consolidated financial statements include the results of operations for these business combinations from the date of each acquisition.

NOTE 4. IMPAIRMENT, RESTRUCTURING AND OTHER

Activity described herein is classified within the “Impairment, restructuring and other” lines in the Condensed Consolidated Statements of Operations.

The following table details impairment, restructuring and other for the periods presented:

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Restructuring and other	\$ 5.1	\$ 6.1	\$ 14.7	\$ 6.4
Total impairment, restructuring and other	\$ 5.1	\$ 6.1	\$ 14.7	\$ 6.4

The following table summarizes the activity related to liabilities associated with the restructuring and other charges during the six months ended March 28, 2015 (in millions):

Amounts reserved for restructuring and other charges at September 30, 2014	\$ 16.0
Restructuring and other charges	14.7
Payments and other	(11.9)
Amounts reserved for restructuring and other charges at March 28, 2015	\$ 18.8

Included in the restructuring reserves as of March 28, 2015 is \$5.7 million that is classified as long-term. Payments against the long-term reserves will be incurred as the employees covered by the restructuring plan retire or through the passage of time. The remaining amounts reserved will continue to be paid out over the course of the next twelve months.

Fiscal 2015

During the three and six months ended March 28, 2015, the Company recognized \$5.1 million and \$14.7 million, respectively, in restructuring costs related to termination benefits provided to U.S. and international personnel as part of the continuation of the fiscal 2014 restructuring initiative to eliminate management layers and streamline decision making. The restructuring charges include \$0.7 million and \$4.3 million of costs related to the acceleration of equity compensation expense for the three and six months ended March 28, 2015, respectively. Included within the restructuring charge for the six months ended March 28, 2015 was \$1.3 million for the Scotts LawnService® segment, \$6.8 million for the Global Consumer segment, and \$6.6 million for Corporate & Other. Costs incurred to date since the inception of the fiscal 2014 initiative are \$16.3 million for Global Consumer, \$1.7 million for Scotts LawnService®, and \$9.2 million for Corporate & Other. The Company expects to complete its fiscal 2014 restructuring initiative by the end of fiscal 2015.

Fiscal 2014

During the three months ended March 29, 2014, the Company recognized \$3.9 million in restructuring costs related to termination benefits provided to U.S. marketing personnel as part of the Company's restructuring of its U.S. marketing group. In addition, for the three months ended March 29, 2014, the Company recognized \$2.0 million in additional ongoing monitoring and remediation costs for the Company's turfgrass biotechnology program.

The Company also recognized \$0.2 million and \$0.5 million of international restructuring costs during the three and six months ended March 29, 2014. The restructuring costs related to termination benefits provided to international employees as part of the profitability improvement initiative announced in December 2012, associated with the international restructuring plan to reduce headcount and streamline management decision making within the Global Consumer segment.

NOTE 5. INVENTORIES

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

	MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
	(In millions)		
Finished goods	\$ 396.9	\$ 376.8	\$ 217.5
Work-in-process	49.0	43.7	46.2
Raw materials	150.2	125.7	121.4
Total inventories	<u>\$ 596.1</u>	<u>\$ 546.2</u>	<u>\$ 385.1</u>

Adjustments to reflect inventories at net realizable values were \$20.2 million at March 28, 2015, \$20.4 million at March 29, 2014 and \$18.4 million at September 30, 2014.

NOTE 6. MARKETING AGREEMENT

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

In consideration for the rights granted to the Company under the Marketing Agreement for North America, the Company was required to pay a marketing fee of \$32 million to Monsanto. The Company has deferred this amount on the basis that the payment will provide a future benefit through commissions that will be earned under the Marketing Agreement. The economic useful life over which the marketing fee is being amortized is 20 years, with a remaining amortization period of less than four years as of March 28, 2015.

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

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Gross commission	\$ 32.5	\$ 33.1	\$ 32.5	\$ 33.1
Contribution expenses	(5.0)	(5.0)	(10.0)	(10.0)
Amortization of marketing fee	(0.2)	(0.2)	(0.4)	(0.4)
Net commission income	27.3	27.9	22.1	22.7
Reimbursements associated with Marketing Agreement	18.2	18.7	35.5	33.8
Total net sales associated with Marketing Agreement	<u>\$ 45.5</u>	<u>\$ 46.6</u>	<u>\$ 57.6</u>	<u>\$ 56.5</u>

The Marketing Agreement has no definite term except as it relates to the European Union countries (the “EU term”). The EU term extends through September 30, 2015. Thereafter, the Marketing Agreement provides that the parties may agree to renew the EU term for an additional three years.

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

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

NOTE 7. DEBT

The components of long-term debt are as follows:

	MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
	(In millions)		
Credit facility – Revolving loans	\$ 998.9	\$ 941.3	\$ 481.8
Senior Notes – 6.625%	200.0	200.0	200.0
Master Accounts Receivable Purchase Agreement	301.3	273.5	84.0
Other	29.0	9.1	18.5
	1,529.2	1,423.9	784.3
Less current portions	318.1	278.6	91.9
Total long-term debt	\$ 1,211.1	\$ 1,145.3	\$ 692.4

Credit Facilities

On December 20, 2013, the Company entered into a third amended and restated senior secured credit agreement (“credit facility”), providing the Company and certain of its subsidiaries with a five-year senior secured revolving loan facility in the aggregate principal amount of up to \$1.7 billion. The credit facility also provides the Company with the right to seek to increase the credit facility by an aggregate amount of up to \$450.0 million, subject to certain specified conditions, including approval from lenders.

The terms of the credit facility include customary representations and warranties, affirmative and negative covenants, financial covenants and events of default. The proceeds of borrowings on the credit facility may be used: (i) to finance working capital requirements and other general corporate purposes of the Company and its subsidiaries; and (ii) to refinance the amounts outstanding under the previous credit agreement. The Company may use the credit facility for the issuance of up to \$75 million of letters of credit and for borrowings under swing line loans of up to \$100 million. The credit facility will terminate on December 20, 2018.

Under the terms of the credit facility, loans bear interest, at the Company's election, at a rate per annum equal to either the ABR or LIBOR (both as defined in the credit facility) plus the applicable margin. The credit facility is guaranteed by substantially all of the Company's domestic subsidiaries. The credit facility is secured by (i) a perfected first priority security interest in all of the accounts receivable, inventory and equipment of the Company and those of the Company's domestic subsidiaries that are parties to the third amended and restated guarantee and collateral agreement and (ii) the pledge of all of the capital stock of the Company's domestic subsidiaries that are parties to the third amended and restated guarantee and collateral agreement.

As of March 28, 2015, there was \$676.9 million of availability under the credit facility, including availability for letters of credit. As of March 28, 2015, the Company had letters of credit in the aggregate face amount of \$24.2 million outstanding under the credit facility.

The credit facility contains, among other obligations, an affirmative covenant regarding the Company's leverage ratio, calculated as average total indebtedness, divided by the Company's earnings before interest, taxes, depreciation and amortization ("EBITDA"), as adjusted pursuant to the terms of the credit facility ("Adjusted EBITDA"). Under the terms of the credit facility, the maximum leverage ratio was 4.00 as of March 28, 2015. The Company's leverage ratio was 2.62 at March 28, 2015. The credit facility also includes an affirmative covenant regarding its interest coverage ratio. The interest coverage ratio is calculated as Adjusted EBITDA divided by interest expense, as described in the credit facility, and excludes costs related to refinancings. Under the terms of the credit facility, the minimum interest coverage ratio was 3.50 for the twelve months ended March 28, 2015. The Company's interest coverage ratio was 9.18 for the twelve months ended March 28, 2015. The Company may make restricted payments (as defined in the third amended and restated credit agreement); provided that if after giving effect to any such restricted payment the leverage ratio is not greater than 3.00. Otherwise the Company may only make restricted payments in an aggregate amount for each fiscal year not to exceed the amount set forth for such fiscal year (\$150.0 million for 2015 and \$175.0 million for 2016 and in each fiscal year thereafter).

Senior Notes - 7.25%

On January 15, 2014, the Company redeemed all of its outstanding \$200.0 million aggregate principal amount of 7.25% senior notes due 2018 (the "7.25% Senior Notes") paying a redemption price of \$214.5 million, which included \$7.25 million of accrued and unpaid interest, \$7.25 million of call premium, and \$200.0 million for outstanding principal amount. The \$7.25 million call premium charge was recognized within the "Costs related to refinancing" line on the Condensed Consolidated Statement of Operations in the Company's second quarter of fiscal 2014. Additionally, the Company had \$3.5 million in unamortized bond discount and issuance costs associated with the 7.25% Senior Notes that were written-off and recognized in the "Costs related to refinancing" line on the Condensed Consolidated Statement of Operations in the Company's second quarter of fiscal 2014.

Interest Rate Swap Agreements

The Company has outstanding interest rate swap agreements with major financial institutions that effectively convert a portion of the Company's variable-rate debt to a fixed rate. The swap agreements had a total U.S. dollar equivalent notional amount of \$1,300.0 million at March 28, 2015, March 29, 2014, and September 30, 2014. Interest payments made between the effective date and expiration date are hedged by the swap agreements, except as noted below. The notional amount, effective date, expiration date and rate of each of these swap agreements are shown in the table below.

Notional Amount (in millions)	Effective Date (a)	Expiration Date	Fixed Rate
\$ 50	2/14/2012	2/14/2016	3.78%
150 (b)	2/7/2012	5/7/2016	2.42%
150 (c)	11/16/2009	5/16/2016	3.26%
50 (b)	2/16/2010	5/16/2016	3.05%
100 (b)	2/21/2012	5/23/2016	2.40%
150 (c)	12/20/2011	6/20/2016	2.61%
50 (d)	12/6/2012	9/6/2017	2.96%
200	2/7/2014	11/7/2017	1.28%
150 (b)	2/7/2017	5/7/2019	2.12%
50 (c)	2/7/2017	5/7/2019	2.25%
200 (c)	12/20/2016	6/20/2019	2.12%

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

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

Master Accounts Receivable Purchase Agreement

The Company accounts for the sale of receivables under the Master Accounts Receivable Purchase Agreement (“MARF Agreement”) as short-term debt and continues to carry the receivables on its Consolidated Balance Sheet, primarily as a result of the Company’s right to repurchase receivables sold. Refer to “NOTE 10. DEBT” in the 2014 Annual Report for more information regarding the MARF Agreement. There were \$301.3 million and \$273.5 million in borrowings under the MARF Agreement as of March 28, 2015 and March 29, 2014, respectively. The carrying value of the receivables pledged as collateral was \$376.7 million as of March 28, 2015 and \$341.9 million as of March 29, 2014. As of March 28, 2015, there was \$98.7 million of availability under the MARF Agreement.

Estimated Fair Values

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

Credit Facility

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

6.625% Senior Notes

The fair value of Scotts Miracle-Gro’s 6.625% senior notes due 2020 (the “6.625% Senior Notes”) can be determined based on the trading of the 6.625% Senior Notes in the open market. The difference between the carrying value and the fair value of the 6.625% Senior Notes represents the premium or discount on that date. Based on the trading value on or around March 28, 2015, March 29, 2014 and September 30, 2014, the fair value of the 6.625% Senior Notes was approximately \$210.5 million, \$217.2 million and \$212.5 million, respectively. The fair value measurement for the 6.625% Senior Notes was classified in Level 1 of the fair value hierarchy.

Accounts Receivable Pledged

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

Weighted Average Interest Rate

The weighted average interest rates on the Company’s debt were 4.4% and 5.7% for the six months ended March 28, 2015 and March 29, 2014, respectively. The decline in the weighted average interest rate is due to the reduced rates under the third amended and restated senior secured credit agreement and the redemption of the 7.25% Senior Notes.

NOTE 8. RETIREMENT AND RETIREE MEDICAL PLANS

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

	THREE MONTHS ENDED					
	MARCH 28, 2015			MARCH 29, 2014		
	U.S. Pension	International Pension	U.S. Medical	U.S. Pension	International Pension	U.S. Medical
	(In millions)					
Service cost	\$ —	\$ 0.4	\$ 0.1	\$ —	\$ 0.3	\$ 0.1
Interest cost	1.0	1.9	0.3	1.1	1.9	0.4
Expected return on plan assets	(1.4)	(2.4)	—	(1.3)	(2.2)	—
Net amortization	0.8	0.4	—	0.9	0.3	—
Net periodic benefit cost	\$ 0.4	\$ 0.3	\$ 0.4	\$ 0.7	\$ 0.3	\$ 0.5

	SIX MONTHS ENDED					
	MARCH 28, 2015			MARCH 29, 2014		
	U.S. Pension	International Pension	U.S. Medical	U.S. Pension	International Pension	U.S. Medical
	(In millions)					
Service cost	\$ —	\$ 0.7	\$ 0.2	\$ —	\$ 0.8	\$ 0.2
Interest cost	2.0	3.8	0.6	2.2	5.1	0.7
Expected return on plan assets	(2.7)	(4.7)	—	(2.6)	(5.8)	—
Net amortization	1.6	0.9	—	1.9	0.8	—
Net periodic benefit cost	\$ 0.9	\$ 0.7	\$ 0.8	\$ 1.5	\$ 0.9	\$ 0.9

NOTE 9. SHAREHOLDERS' EQUITY

During the six months ended March 28, 2015, Scotts Miracle-Gro repurchased 0.2 million of its common shares (the “Common Shares”) for \$14.8 million. These repurchases were made pursuant to the \$500 million share repurchase program approved by the Scotts Miracle-Gro Board of Directors in August 2014. The program allows for repurchases of Common Shares over a five-year period starting November 1, 2014 through September 30, 2019.

Share-Based Awards

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

	SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014
Employees		
Stock options	420,047	—
Restricted stock units	52,091	105,365
Performance units	78,352	161,229
Board of Directors		
Deferred stock units	27,282	20,894
Total share-based awards	577,772	287,488
Aggregate fair value at grant dates (in millions)	\$ 14.8	\$ 17.1

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Share-based compensation	\$ 7.2	\$ 4.6	\$ 9.3	\$ 6.4
Tax benefit recognized	2.7	1.8	3.5	2.4

As of March 28, 2015, total unrecognized compensation cost related to non-vested share-based awards amounted to \$13.7 million. This cost is expected to be recognized over a weighted-average period of 2.0 years. The tax benefit realized from the tax deductions associated with the exercise of share-based awards and the vesting of restricted stock totaled \$2.8 million for the six months ended March 28, 2015.

As of March 28, 2015 the equity attributable to noncontrolling interest was \$13.8 million compared to \$13.5 million as of September 30, 2014. The \$0.3 million change is due to the net earnings from the Company's investment in AeroGrow.

Stock Options/SARs

Aggregate stock option and SARs activity consisted of the following (options/SARs in millions):

	No. of Options/SARs	WTD. Avg. Exercise Price
Awards outstanding at September 30, 2014	2.0	\$ 38.26
Granted	0.4	63.43
Exercised	(0.4)	40.18
Forfeited	—	—
Awards outstanding at March 28, 2015	2.0	43.14
Exercisable	1.6	37.73

At March 28, 2015, the Company expects 0.3 million of the remaining unexercisable stock options (after forfeitures), with a weighted-average exercise price of \$63.43, intrinsic value of \$0.7 million and average remaining term of 8.8 years, to vest in the future. The following summarizes certain information pertaining to stock option and SAR awards outstanding and exercisable at March 28, 2015 (options/SARs in millions):

Range of Exercise Price	Awards Outstanding			Awards Exercisable		
	No. of Options/ SARs	WTD. Avg. Remaining Life	WTD. Avg. Exercise Price	No. of Options/ SARs	WTD. Avg. Remaining Life	WTD. Avg. Exercise Price
\$20.59 – \$27.31	0.3	3.52	\$ 20.59	0.3	3.52	\$ 20.59
\$29.30 – \$36.86	0.6	1.59	35.61	0.6	1.59	35.61
\$38.81 – \$49.19	0.7	5.61	45.16	0.7	5.61	45.16
\$63.43 – \$63.43	0.4	8.84	63.43	—	0.00	—
	2.0	4.78	\$ 43.14	1.6	3.69	\$ 37.73

The intrinsic value of the stock option and SAR awards outstanding and exercisable at March 28, 2015 were as follows:

	(In millions)
Outstanding	\$ 45.0
Exercisable	44.0

The grant date fair value of stock option awards is estimated using a binomial model and the assumptions in the following table. Expected market price volatility is based on implied volatilities from traded options on Common Shares and historical volatility specific to the Common Shares. Historical data, including demographic factors impacting historical exercise behavior is used to estimate stock option exercises and employee terminations within the valuation model. The risk-free rate for periods within the contractual life (normally ten years) of the stock option is based on the U.S. Treasury yield curve in effect at the time of grant. The expected life of stock options is based on historical experience and expectations for grants outstanding. The weighted average assumptions for awards granted during the six months ended March 28, 2015 are as follows:

Expected market price volatility	26.6%
Risk-free interest rates	1.3%
Expected dividend yield	2.8%
Expected life of stock options in years	6.00
Estimated weighted-average fair value per stock option	\$11.51

Restricted share-based awards

Restricted share-based award activity (including restricted stock, restricted stock units and deferred stock units) was as follows:

	No. of Shares	WTD. Avg. Grant Date Fair Value per Share
Awards outstanding at September 30, 2014	433,892	\$ 52.55
Granted	79,373	63.42
Vested	(126,172)	47.15
Forfeited	(21,314)	59.40
Awards outstanding at March 28, 2015	365,779	56.37

For the six months ended March 28, 2015, the total fair value of restricted stock units vested was \$5.9 million.

Performance-based awards

Performance-based award activity was as follows:

	No. of Units	WTD. Avg. Grant Date Fair Value per Unit
Awards outstanding at September 30, 2014	311,249	\$ 51.21
Granted	78,352	63.43
Vested	(49,467)	—
Forfeited	(910)	47.66
Awards outstanding at March 28, 2015	339,224	54.88

NOTE 10. INCOME TAXES

The effective tax rate related to continuing operations for the six months ended March 28, 2015 was 36.0%, compared to 34.0% for the six months ended March 29, 2014. The effective tax rate used for interim reporting purposes is based on management's best estimate of factors impacting the effective tax rate for the full fiscal year. An allocation of the income tax expense has been separately determined to report the discontinued operations, net of tax. There can be no assurance that the effective tax rate estimated for interim financial reporting purposes will approximate the effective tax rate determined at fiscal year end.

Scotts Miracle-Gro or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction and various state, local and foreign jurisdictions. With few exceptions, which are discussed further below, the Company is no longer subject to examination by these tax authorities for fiscal years prior to 2011. The Company is currently under examination by the Internal Revenue Service and certain foreign and U.S. state and local tax authorities. The U.S. federal examination is limited to fiscal year 2011. Regarding the foreign jurisdictions, we expect the commencement of a German audit in the third quarter of 2015 covering fiscal years 2009 through 2012. In regard to the multiple U.S., state and local audits, the tax periods under examination are limited to fiscal years 2009 through 2013. In addition to the aforementioned audits, certain other tax deficiency notices and refund claims for previous years remain unresolved.

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

NOTE 11. CONTINGENCIES

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

Regulatory Matters

As of March 28, 2015, \$5.7 million was accrued in the "Other liabilities" line in the Consolidated Balance Sheet for environmental actions, the majority of which are for site remediation. The amounts accrued are believed to be adequate to cover such known environmental exposures based on current facts and estimates of likely outcomes. Although it is reasonably possible that the costs to resolve such known environmental exposures will exceed the amounts accrued, any variation from accrued amounts is not expected to be material.

Other

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

In connection with the sale of wild bird food products that were the subject of a voluntary recall in 2008, the Company has been named as a defendant in four putative class actions filed on and after June 27, 2012, which have now been consolidated in the United States District Court for the Southern District of California as *In re Morning Song Bird Food Litigation*, Lead Case No. 3:12-cv-01592-JAH-RBB. The plaintiffs allege various statutory and common law claims associated with the Company's sale of wild bird food products and a plea agreement entered into in previously pending government proceedings associated with such sales. The plaintiffs allege, among other things, a purported class action on behalf of all persons and entities in the United States who purchased certain bird food products. The plaintiffs assert hundreds of millions of dollars in monetary damages (actual, compensatory, consequential, punitive, and treble); reimbursement, restitution, and disgorgement for benefits unjustly conferred; injunctive and declaratory relief; pre-judgment and post-judgment interest; and costs and attorneys' fees. The Company disputes the plaintiffs' assertions and intends to vigorously defend the consolidated action. Given the early stages of the action, it is not currently possible to reasonably estimate a probable loss, if any, associated with the action and, accordingly, no reserves have been recorded in the Company's Consolidated Financial Statements with respect to the action. There can be no assurance that this action,

whether as a result of an adverse outcome or as a result of significant defense costs, will not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

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

NOTE 12. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

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

Exchange Rate Risk Management

The Company uses currency forward contracts to manage the exchange rate risk associated with intercompany loans with foreign subsidiaries that are denominated in local currencies. At March 28, 2015, the notional amount of outstanding currency forward contracts was \$147.2 million, with a negative fair value of \$0.2 million. At March 29, 2014, the notional amount of outstanding currency forward contracts was \$197.8 million, with a negative fair value of \$0.2 million. At September 30, 2014, the notional amount of outstanding currency forward contracts was \$149.0 million, with a negative fair value of \$0.1 million. The fair value of currency forward contracts is determined based on changes in spot rates. The outstanding contracts will mature during fiscal 2015.

Interest Rate Risk Management

The Company enters into interest rate swap agreements as a means to hedge its variable interest rate risk on debt instruments. The fair values are reflected in the Company's Condensed Consolidated Balance Sheets. Net amounts to be received or paid under the swap agreements are reflected as adjustments to interest expense. Since the interest rate swap agreements have been designated as hedging instruments, unrealized gains or losses resulting from adjusting these swaps to fair value are recorded as elements of accumulated other comprehensive income (loss) ("AOCI") within the Condensed Consolidated Balance Sheets except for any ineffective portion of the change in fair value, which is immediately recorded in interest expense. The fair value of the swap agreements is determined based on the present value of the estimated future net cash flows using implied rates in the applicable yield curve as of the valuation date. On December 20, 2013, in conjunction with entering into the third amended and restated senior secured credit facility, the Company recognized hedge ineffectiveness of \$2.0 million which was recorded to interest expense.

The Company has outstanding interest rate swap agreements with major financial institutions that effectively convert a portion of the Company's variable-rate debt to a fixed rate. The swap agreements had a total U.S. dollar equivalent notional amount of \$1,300.0 million at March 28, 2015, March 29, 2014, and September 30, 2014. Included in the AOCI balance at March 28, 2015 was a loss of \$5.8 million related to interest rate swap agreements that is expected to be reclassified to earnings during the next 12 months, consistent with the timing of the underlying hedged transactions.

Commodity Price Risk Management

The Company had outstanding hedging arrangements at March 28, 2015 designed to fix the price of a portion of its projected future urea requirements. The contracts are designated as hedges of the Company's exposure to future cash flow fluctuations associated with the cost of urea. The objective of the hedges is to mitigate the earnings and cash flow volatility attributable to the risk of changing prices. Unrealized gains or losses in the fair value of these contracts are recorded to AOCI within the Condensed Consolidated Balance Sheets. Realized gains or losses remain as a component of AOCI until the related inventory is sold. Upon sale of the underlying inventory, the gain or loss is reclassified to cost of sales. Included in the AOCI balance at March 28, 2015 was a loss of \$0.5 million related to urea derivatives that is expected to be reclassified to earnings during the next 12 months, consistent with the timing of the underlying hedged transactions.

The Company also uses derivatives to partially mitigate the effect of fluctuating diesel and gasoline costs on operating results. Any such derivatives that do not qualify for hedge accounting treatment in accordance with GAAP are recorded at fair value, with unrealized gains and losses on open contracts and realized gains or losses on settled contracts recorded as an element of cost of sales. Unrealized gains or losses in the fair value of contracts that do qualify for hedge accounting are recorded in AOCI except for any ineffective portion of the change in fair value, which is immediately recorded in earnings. For the effective portion of the change in fair value, realized gains or losses remain as a component of AOCI until the related fuel is consumed. Upon consumption of the fuel, the gain or loss is reclassified to cost of sales. At March 28, 2015 there were no amounts included within AOCI.

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

Commodity	MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
Urea	21,000 tons	15,000 tons	58,500 tons
Diesel	5,838,000 gallons	2,940,000 gallons	5,250,000 gallons
Gasoline	420,000 gallons	756,000 gallons	462,000 gallons
Heating Oil	5,754,000 gallons	2,730,000 gallons	4,494,000 gallons

Fair Values of Derivative Instruments

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

		ASSETS / (LIABILITIES)		
		MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
DERIVATIVES DESIGNATED AS HEDGING INSTRUMENTS	BALANCE SHEET LOCATION	FAIR VALUE		
(In millions)				
Interest rate swap agreements	Other assets	\$ 0.1	\$ 5.1	\$ 4.0
	Other current liabilities	(9.9)	(10.6)	(10.3)
	Other liabilities	(5.0)	(9.4)	(5.2)
Commodity hedging instruments	Prepaid and other current assets	—	0.5	—
	Other current liabilities	(0.6)	—	(0.6)
Total derivatives designated as hedging instruments		\$ (15.4)	\$ (14.4)	\$ (12.1)
DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS	BALANCE SHEET LOCATION			
Currency forward contracts	Prepaid and other current assets	\$ —	\$ 0.3	\$ —
	Other current liabilities	(0.2)	(0.5)	(0.1)
Commodity hedging instruments	Prepaid and other current assets	—	—	—
	Other current liabilities	(7.3)	—	(1.3)
Total derivatives not designated as hedging instruments		\$ (7.5)	\$ (0.2)	\$ (1.4)
Total derivatives		\$ (22.9)	\$ (14.6)	\$ (13.5)

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

DERIVATIVES IN CASH FLOW HEDGING RELATIONSHIPS		AMOUNT OF GAIN / (LOSS) RECOGNIZED IN AOCI					
		THREE MONTHS ENDED		SIX MONTHS ENDED			
		MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014		
		(In millions)					
Interest rate swap agreements		\$ (3.0)	\$ (4.0)	\$ (4.7)	\$ (4.8)		
Commodity hedging instruments		(1.0)	0.7	(0.4)	1.9		
Total		<u>\$ (4.0)</u>	<u>\$ (3.3)</u>	<u>\$ (5.1)</u>	<u>\$ (2.9)</u>		
DERIVATIVES IN CASH FLOW HEDGING RELATIONSHIPS		RECLASSIFIED FROM AOCI INTO STATEMENT OF OPERATIONS		AMOUNT OF GAIN / (LOSS)			
				THREE MONTHS ENDED		SIX MONTHS ENDED	
				MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
		(In millions)					
Interest rate swap agreements	Interest expense	\$ (2.5)	\$ (4.0)	\$ (3.5)	\$ (7.1)		
Commodity hedging instruments	Cost of sales	0.1	0.1	0.1	0.1		
Total		<u>\$ (2.4)</u>	<u>\$ (3.9)</u>	<u>\$ (3.4)</u>	<u>\$ (7.0)</u>		

DERIVATIVES NOT DESIGNATED AS HEDGING INSTRUMENTS	RECOGNIZED IN STATEMENT OF OPERATIONS	AMOUNT OF GAIN / (LOSS)			
		THREE MONTHS ENDED		SIX MONTHS ENDED	
		MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
		(In millions)			
Currency forward contracts	Other income, net	\$ 2.1	\$ (1.1)	\$ 5.2	\$ (2.4)
Commodity hedging instruments	Cost of sales	(1.6)	(0.3)	(9.9)	0.3
Total		\$ 0.5	\$ (1.4)	\$ (4.7)	\$ (2.1)

NOTE 13. FAIR VALUE MEASUREMENTS

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

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

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

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

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

Derivatives

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

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

Cash Equivalents

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

Other

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

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at March 28, 2015:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
Assets				
Cash equivalents	\$ 17.8	\$ —	\$ —	\$ 17.8
Derivatives				
Interest rate swap agreements	—	0.1	—	0.1
Other	10.5	—	—	10.5
Total	\$ 28.3	\$ 0.1	\$ —	\$ 28.4
Liabilities				
Derivatives				
Interest rate swap agreements	\$ —	\$ (14.9)	\$ —	\$ (14.9)
Currency forward contracts	—	(0.2)	—	(0.2)
Commodity hedging instruments	—	(7.9)	—	(7.9)
Total	\$ —	\$ (23.0)	\$ —	\$ (23.0)

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at March 29, 2014:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
Assets				
Cash equivalents	\$ 86.3	\$ —	\$ —	\$ 86.3
Derivatives				
Interest rate swap agreements	—	5.1	—	5.1
Currency forward contracts	—	0.3	—	0.3
Commodity hedging instruments	—	0.5	—	0.5
Other	8.3	—	—	8.3
Total	\$ 94.6	\$ 5.9	\$ —	\$ 100.5
Liabilities				
Derivatives				
Interest rate swap agreements	\$ —	\$ (20.0)	\$ —	\$ (20.0)
Currency forward contracts	—	(0.5)	—	(0.5)
Total	\$ —	\$ (20.5)	\$ —	\$ (20.5)

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis at September 30, 2014:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total
(In millions)				
Assets				
Cash equivalents	\$ 32.0	\$ —	\$ —	\$ 32.0
Derivatives				
Interest rate swap agreements	—	4.0	—	4.0
Other	8.9	—	—	8.9
Total	\$ 40.9	\$ 4.0	\$ —	\$ 44.9
Liabilities				
Derivatives				
Interest rate swap agreements	\$ —	\$ (15.5)	\$ —	\$ (15.5)
Foreign currency forward contracts	—	(0.1)	—	(0.1)
Commodity hedging instruments	—	(1.9)	—	(1.9)
Total	\$ —	\$ (17.5)	\$ —	\$ (17.5)

NOTE 14. SEGMENT INFORMATION

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

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

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

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Net sales:				
Global Consumer	\$ 1,064.3	\$ 1,046.0	\$ 1,227.9	\$ 1,184.4
Scotts LawnService®	30.4	28.9	77.1	75.2
Segment total	1,094.7	1,074.9	1,305.0	1,259.6
Corporate & Other	7.6	6.1	13.5	11.0
Consolidated	\$ 1,102.3	\$ 1,081.0	\$ 1,318.5	\$ 1,270.6
Income (loss) from continuing operations before income taxes:				
Global Consumer	\$ 272.0	\$ 269.5	\$ 197.8	\$ 202.1
Scotts LawnService®	(22.6)	(20.3)	(21.1)	(17.7)
Segment total	249.4	249.2	176.7	184.4
Corporate & Other	(31.8)	(23.0)	(52.0)	(44.7)
Intangible asset amortization	(3.2)	(3.0)	(6.7)	(5.9)
Impairment, restructuring and other	(5.1)	(6.1)	(14.7)	(6.4)
Costs related to refinancing	—	(10.7)	—	(10.7)
Interest expense	(15.0)	(12.0)	(24.7)	(25.9)
Consolidated	\$ 194.3	\$ 194.4	\$ 78.6	\$ 90.8

	MARCH 28, 2015	MARCH 29, 2014	SEPTEMBER 30, 2014
	(In millions)		
Total assets:			
Global Consumer	\$ 2,627.0	\$ 2,721.6	\$ 1,690.7
Scotts LawnService®	207.9	181.0	191.3
Corporate & Other	174.9	168.6	176.3
Consolidated	\$ 3,009.8	\$ 3,071.2	\$ 2,058.3

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

The 6.625% Senior Notes were issued on December 16, 2010 and are guaranteed by certain of the Company's domestic subsidiaries and, therefore, the Company reports condensed consolidating financial information in accordance with SEC Regulation S-X Rule 3-10, *Financial Statements of Guarantors and Issuers of Guaranteed Securities Registered or Being Registered*. On January 15, 2014, the Company redeemed all of its outstanding \$200 million aggregate principal amount of 7.25% Senior Notes which were previously guaranteed by certain of its domestic subsidiaries. The guarantees are "full and unconditional," as those terms are used in Regulation S-X Rule 3-10, except that a subsidiary's guarantee will be automatically released in certain customary circumstances, such as (1) upon any sale or other disposition of all or substantially all of the assets of the subsidiary (including by way of merger or consolidation) to any person other than Scotts Miracle-Gro or any "restricted subsidiary" under the applicable indenture; (2) if the subsidiary merges with and into Scotts Miracle-Gro, with Scotts Miracle-Gro surviving such merger; (3) if the subsidiary is designated an "unrestricted subsidiary" in accordance with the applicable indenture or otherwise ceases to be a "restricted subsidiary" (including by way of liquidation or dissolution) in a transaction permitted by such indenture; (4) upon legal or covenant defeasance; (5) upon satisfaction and discharge of the 6.625% Senior Notes; or (6) if the subsidiary ceases to be a "wholly owned restricted subsidiary" and the subsidiary is not otherwise required to provide a guarantee of the 6.625% Senior Notes pursuant to the applicable indenture. The Hawthorne Gardening Company and Hawthorne Hydroponics LLC were added as guarantors effective in the three month period ending March 28, 2015 and all periods presented. The following 100% directly or indirectly owned subsidiaries fully and unconditionally guarantee at March 28, 2015 the 6.625% Senior Notes on a joint and several basis: EG Systems, Inc.; Gutwein & Co., Inc.; Hyponex Corporation; Miracle-Gro Lawn Products, Inc.; OMS Investments, Inc.; Rod McLellan Company; Sanford Scientific, Inc.; Scotts Temecula Operations, LLC; Scotts Manufacturing Company; Scotts Products Co.; Scotts Professional Products Co.; Scotts-Sierra Investments LLC; SMG Growing Media, Inc.; Swiss Farms Products, Inc.; SMGM LLC; SLS Franchise Systems LLC; The Scotts Company LLC; The Hawthorne Gardening Company; and Hawthorne Hydroponics LLC (collectively, the "Guarantors").

The following information presents Condensed Consolidating Statements of Operations for the three and six months ended March 28, 2015 and March 29, 2014, Condensed Consolidating Statements of Comprehensive Income (Loss) for the three and six months ended March 28, 2015 and March 29, 2014, Condensed Consolidating Statements of Cash Flows for the six months ended March 28, 2015 and March 29, 2014, and Condensed Consolidating Balance Sheets as of March 28, 2015, March 29, 2014 and September 30, 2014. The condensed consolidating financial information presents, in separate columns, financial information for: Scotts Miracle-Gro on a Parent-only basis, carrying its investment in subsidiaries under the equity method; Guarantors on a combined basis, carrying their investments in subsidiaries which do not guarantee the debt (collectively, the "Non-Guarantors") under the equity method; Non-Guarantors on a combined basis; and eliminating entries. The eliminating entries primarily reflect intercompany transactions, such as interest expense, accounts receivable and payable, short and long-term debt, and the elimination of equity investments, return on investments and income in subsidiaries. Because the Parent is obligated to pay the unpaid principal amount and interest on all amounts borrowed by the Guarantors or Non-Guarantors under the credit facility (and was obligated to pay the unpaid principal amount and interest on all amounts borrowed by the Guarantors and Non-Guarantors under the previous senior secured five-year revolving loan facility), the borrowings and related interest expense for the loans outstanding of the Guarantors and Non-Guarantors are also presented in the accompanying Parent-only financial information, and are then eliminated. Included in the Parent Condensed Consolidating Statement of Cash Flow for March 28, 2015 and March 29, 2014, respectively are \$76.3 million and \$128.6 million of dividends paid by the Guarantors to the Parent representing return on investments and as such are classified within cash flows from operating activities.

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Operations
for the three months ended March 28, 2015

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net sales	\$ —	\$ 930.9	\$ 171.4	\$ —	\$ 1,102.3
Cost of sales	—	553.3	115.5	—	668.8
Cost of sales—impairment, restructuring and other	—	—	0.2	—	0.2
Gross profit	—	377.6	55.7	—	433.3
Operating expenses:					
Selling, general and administrative	—	183.3	36.0	0.4	219.7
Impairment, restructuring and other	—	2.4	2.5	—	4.9
Other income, net	—	(0.8)	0.2	—	(0.6)
Income from operations	—	192.7	17.0	(0.4)	209.3
Equity income in subsidiaries	(128.9)	(6.4)	—	135.3	—
Other non-operating income	(9.5)	—	(5.6)	15.1	—
Interest expense	16.3	13.4	0.4	(15.1)	15.0
Income from continuing operations before income taxes	122.1	185.7	22.2	(135.7)	194.3
Income tax (benefit) expense from continuing operations	(2.5)	64.5	8.0	—	70.0
Income from continuing operations	124.6	121.2	14.2	(135.7)	124.3
Income from discontinued operations, net of tax	—	—	—	—	—
Net income	\$ 124.6	\$ 121.2	\$ 14.2	\$ (135.7)	\$ 124.3
Net loss attributable to noncontrolling interest	—	—	—	0.3	0.3
Net income attributable to controlling interest	\$ 124.6	\$ 121.2	\$ 14.2	\$ (135.4)	\$ 124.6

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Operations
for the six months ended March 28, 2015

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net sales	\$ —	\$ 1,077.3	\$ 241.2	\$ —	\$ 1,318.5
Cost of sales	—	683.9	171.8	—	855.7
Cost of sales—impairment, restructuring and other	—	—	0.2	—	0.2
Gross profit	—	393.4	69.2	—	462.6
Operating expenses:					
Selling, general and administrative	—	279.0	66.7	0.9	346.6
Impairment, restructuring and other	—	11.3	3.2	—	14.5
Other income, net	—	(2.1)	0.3	—	(1.8)
Income (loss) from operations	—	105.2	(1.0)	(0.9)	103.3
Equity income in subsidiaries	(58.6)	(2.1)	—	60.7	—
Other non-operating income	(14.0)	—	(11.2)	25.2	—
Interest expense	27.5	21.7	0.7	(25.2)	24.7
Income from continuing operations before income taxes	45.1	85.6	9.5	(61.6)	78.6
Income tax (benefit) expense from continuing operations	(4.9)	29.8	3.4	—	28.3
Income from continuing operations	50.0	55.8	6.1	(61.6)	50.3
Income from discontinued operations, net of tax	—	—	—	—	—
Net income	\$ 50.0	\$ 55.8	\$ 6.1	\$ (61.6)	\$ 50.3
Net income attributable to noncontrolling interest	—	—	—	(0.3)	(0.3)
Net income attributable to controlling interest	\$ 50.0	\$ 55.8	\$ 6.1	\$ (61.9)	\$ 50.0

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Comprehensive Income (Loss)
for the three months ended March 28, 2015

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net income	\$ 124.6	\$ 121.2	\$ 14.2	\$ (135.7)	\$ 124.3
Other comprehensive (loss) income, net of tax:					
Net foreign currency translation adjustment	(8.1)	—	(8.1)	8.1	(8.1)
Net change in derivatives	(1.6)	(1.1)	—	1.1	(1.6)
Net change in pension and other post-retirement benefits	0.8	0.5	0.3	(0.8)	0.8
Total other comprehensive (loss) income	(8.9)	(0.6)	(7.8)	8.4	(8.9)
Comprehensive income	\$ 115.7	\$ 120.6	\$ 6.4	\$ (127.3)	\$ 115.4

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Comprehensive Income (Loss)
for the six months ended March 28, 2015

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net income	\$ 50.0	\$ 55.8	\$ 6.1	\$ (61.6)	\$ 50.3
Other comprehensive (loss) income, net of tax:					
Net foreign currency translation adjustment	(11.1)	—	(11.1)	11.1	(11.1)
Net change in derivatives	(1.7)	(0.5)	—	0.5	(1.7)
Net change in pension and other post-retirement benefits	1.6	1.0	0.6	(1.6)	1.6
Total other comprehensive (loss) income	(11.2)	0.5	(10.5)	10.0	(11.2)
Comprehensive (loss) income	<u>\$ 38.8</u>	<u>\$ 56.3</u>	<u>\$ (4.4)</u>	<u>\$ (51.6)</u>	<u>\$ 39.1</u>

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Cash Flows
for the six months ended March 28, 2015

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES ^(a)	\$ 48.7	\$ (432.4)	\$ (99.9)	\$ (165.1)	\$ (648.7)
INVESTING ACTIVITIES					
Proceeds from sale of long-lived assets	—	5.2	—	—	5.2
Investments in property, plant and equipment	—	(25.2)	(2.8)	—	(28.0)
Investment in acquired businesses, net of cash acquired	—	(50.5)	—	—	(50.5)
Net cash used in investing activities	—	(70.5)	(2.8)	—	(73.3)
FINANCING ACTIVITIES					
Borrowings under revolving and bank lines of credit	—	1,034.5	161.0	—	1,195.5
Repayments under revolving and bank lines of credit	—	(388.7)	(61.8)	—	(450.5)
Dividends paid	(54.8)	(76.3)	(3.7)	80.0	(54.8)
Purchase of common shares	(14.8)	—	—	—	(14.8)
Payments on seller notes	—	(0.8)	—	—	(0.8)
Excess tax benefits from share-based payment arrangements	—	2.8	—	—	2.8
Cash received from the exercise of stock options	16.2	—	—	—	16.2
Intercompany financing	4.7	(87.6)	(2.2)	85.1	—
Net cash (used in) provided by financing activities	(48.7)	483.9	93.3	165.1	693.6
Effect of exchange rate changes on cash	—	—	(6.1)	—	(6.1)
Net decrease in cash and cash equivalents	—	(19.0)	(15.5)	—	(34.5)
Cash and cash equivalents, beginning of period	—	23.1	66.2	—	89.3
Cash and cash equivalents, end of period	\$ —	\$ 4.1	\$ 50.7	\$ —	\$ 54.8

(a) Cash received by the Parent from its subsidiaries in the form of dividends in the amount of \$76.3 million represent return on investments and are included in cash flows from operating activities.

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Balance Sheet
As of March 28, 2015
(In millions)
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ —	\$ 4.1	\$ 50.7	\$ —	\$ 54.8
Accounts receivable, net	—	455.3	226.8	—	682.1
Accounts receivable pledged	—	376.7	—	—	376.7
Inventories	—	472.3	123.8	—	596.1
Prepaid and other current assets	—	115.3	38.5	—	153.8
Total current assets	—	1,423.7	439.8	—	1,863.5
Property, plant and equipment, net	—	380.1	56.9	—	437.0
Goodwill	—	352.8	7.1	11.6	371.5
Intangible assets, net	—	259.1	36.9	12.6	308.6
Other assets	18.0	16.5	20.5	(25.8)	29.2
Equity investment in subsidiaries	387.3	—	—	(387.3)	—
Intercompany assets	1,370.5	—	—	(1,370.5)	—
Total assets	\$ 1,775.8	\$ 2,432.2	\$ 561.2	\$ (1,759.4)	\$ 3,009.8
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities:					
Current portion of debt	\$ —	\$ 305.0	\$ 13.1	\$ —	\$ 318.1
Accounts payable	—	229.3	71.1	—	300.4
Other current liabilities	16.0	267.8	82.9	—	366.7
Total current liabilities	16.0	802.1	167.1	—	985.2
Long term debt	1,198.9	910.4	100.7	(998.9)	1,211.1
Other liabilities	4.8	226.7	32.8	(20.7)	243.6
Equity investment in subsidiaries	—	114.6	—	(114.6)	—
Intercompany liabilities	—	248.8	104.1	(352.9)	—
Total liabilities	1,219.7	2,302.6	404.7	(1,487.1)	2,439.9
Total shareholders' equity - controlling interest	556.1	129.6	156.5	(286.1)	556.1
Noncontrolling interest	—	—	—	13.8	13.8
Total equity	556.1	129.6	156.5	(272.3)	569.9
Total liabilities and shareholders' equity	\$ 1,775.8	\$ 2,432.2	\$ 561.2	\$ (1,759.4)	\$ 3,009.8

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Operations
for the three months ended March 29, 2014

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net sales	\$ —	\$ 899.0	\$ 182.0	\$ —	\$ 1,081.0
Cost of sales	—	527.0	120.2	—	647.2
Gross profit	—	372.0	61.8	—	433.8
Operating expenses:					
Selling, general and administrative	—	170.5	41.7	—	212.2
Impairment, restructuring and other	—	5.9	0.2	—	6.1
Other income, net	—	(1.0)	(0.6)	—	(1.6)
Income from operations	—	196.6	20.5	—	217.1
Equity income in subsidiaries	(143.5)	(7.4)	—	150.9	—
Other non-operating income	(5.1)	—	(5.7)	10.8	—
Costs related to refinancing	10.7	—	—	—	10.7
Interest expense	12.5	9.9	0.4	(10.8)	12.0
Income from continuing operations before income taxes	125.4	194.1	25.8	(150.9)	194.4
Income tax (benefit) expense from continuing operations	(0.3)	59.9	9.1	—	68.7
Income from continuing operations	125.7	134.2	16.7	(150.9)	125.7
Income (loss) from discontinued operations, net of tax	—	(0.2)	0.2	—	—
Net income	\$ 125.7	\$ 134.0	\$ 16.9	\$ (150.9)	\$ 125.7

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Operations
for the six months ended March 29, 2014

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net sales	\$ —	\$ 1,043.6	\$ 227.0	\$ —	\$ 1,270.6
Cost of sales	—	645.1	157.8	—	802.9
Gross profit	—	398.5	69.2	—	467.7
Operating expenses:					
Selling, general and administrative	—	268.4	68.2	—	336.6
Impairment, restructuring and other	—	5.9	0.5	—	6.4
Other income, net	—	(2.1)	(0.6)	—	(2.7)
Income from operations	—	126.3	1.1	—	127.4
Equity income in subsidiaries	(87.6)	(3.5)	—	91.1	—
Other non-operating income	(9.5)	—	(11.0)	20.5	—
Costs related to refinancing	10.7	—	—	—	10.7
Interest expense	26.6	19.4	0.4	(20.5)	25.9
Income from continuing operations before income taxes	59.8	110.4	11.7	(91.1)	90.8
Income tax (benefit) expense from continuing operations	(0.2)	27.1	4.0	—	30.9
Income from continuing operations	60.0	83.3	7.7	(91.1)	59.9
Income (loss) from discontinued operations, net of tax	—	(0.3)	0.4	—	0.1
Net income	\$ 60.0	\$ 83.0	\$ 8.1	\$ (91.1)	\$ 60.0

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Comprehensive Income (Loss)
for the three months ended March 29, 2014

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net income	\$ 125.7	\$ 134.0	\$ 16.9	\$ (150.9)	\$ 125.7
Other comprehensive income (loss), net of tax:					
Net foreign currency translation adjustment	(2.7)	—	(2.7)	2.7	(2.7)
Net change in derivatives	0.6	(0.6)	—	0.6	0.6
Net change in pension and other post-retirement benefits	0.7	0.5	0.2	(0.7)	0.7
Total other comprehensive loss	(1.4)	(0.1)	(2.5)	2.6	(1.4)
Comprehensive income	\$ 124.3	\$ 133.9	\$ 14.4	\$ (148.3)	\$ 124.3

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Comprehensive Income (Loss)
for the six months ended March 29, 2014

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
Net income	\$ 60.0	\$ 83.0	\$ 8.1	\$ (91.1)	\$ 60.0
Other comprehensive income (loss), net of tax:					
Net foreign currency translation adjustment	(4.1)	—	(4.1)	4.1	(4.1)
Net change in derivatives	4.1	1.8	—	(1.8)	4.1
Net change in pension and other post-retirement benefits	1.2	1.1	0.1	(1.2)	1.2
Total other comprehensive income (loss)	1.2	2.9	(4.0)	1.1	1.2
Comprehensive income	\$ 61.2	\$ 85.9	\$ 4.1	\$ (90.0)	\$ 61.2

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Statement of Cash Flows
for the six months ended March 29, 2014

(In millions)

(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES ^(a)	\$ 110.3	\$ (474.1)	\$ (122.2)	\$ (128.6)	\$ (614.6)
INVESTING ACTIVITIES					
Proceeds from sale of business, net of transaction costs	—	3.1	1.0	—	4.1
Investments in property, plant and equipment	—	(50.1)	(2.9)	—	(53.0)
Investment in acquired businesses, net of cash acquired	—	(60.0)	—	—	(60.0)
Net cash used in investing activities	—	(107.0)	(1.9)	—	(108.9)
FINANCING ACTIVITIES					
Borrowings under revolving and bank lines of credit	—	1,482.4	233.1	—	1,715.5
Repayments under revolving and bank lines of credit	—	(448.4)	(212.9)	—	(661.3)
Repayment of Senior Notes	(200.0)	—	—	—	(200.0)
Financing and issuance fees	(6.1)	—	—	—	(6.1)
Dividends paid	(54.5)	(128.6)	—	128.6	(54.5)
Purchase of common shares	(59.6)	—	—	—	(59.6)
Payment on seller notes	—	(0.8)	—	—	(0.8)
Excess tax benefits from share-based payment arrangements	—	3.8	—	—	3.8
Cash received from the exercise of stock options	7.9	—	—	—	7.9
Intercompany financing	202.0	(326.8)	124.8	—	—
Net cash (used in) provided by financing activities	(110.3)	581.6	145.0	128.6	744.9
Effect of exchange rate changes on cash	—	—	1.5	—	1.5
Net increase in cash and cash equivalents	—	0.5	22.4	—	22.9
Cash and cash equivalents, beginning of period	—	2.6	127.2	—	129.8
Cash and cash equivalents, end of period	<u>\$ —</u>	<u>\$ 3.1</u>	<u>\$ 149.6</u>	<u>\$ —</u>	<u>\$ 152.7</u>

(a) Cash received by the Parent from its subsidiaries in the form of dividends in the amount of \$128.6 million represent return on investments and are included in cash flows from operating activities.

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Balance Sheet
As of March 29, 2014
(In millions)
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ —	\$ 3.1	\$ 149.6	\$ —	\$ 152.7
Accounts receivable, net	—	516.4	230.5	—	746.9
Accounts receivable pledged	—	341.9	—	—	341.9
Inventories	—	433.0	113.2	—	546.2
Prepaid and other current assets	—	113.7	36.2	—	149.9
Total current assets	—	1,408.1	529.5	—	1,937.6
Property, plant and equipment, net	—	400.8	42.8	—	443.6
Goodwill	—	332.7	0.6	—	333.3
Intangible assets, net	—	280.8	37.7	—	318.5
Other assets	28.2	17.5	26.6	(34.1)	38.2
Equity investment in subsidiaries	417.1	—	—	(417.1)	—
Intercompany assets	1,398.1	—	—	(1,398.1)	—
Total assets	<u>\$ 1,843.4</u>	<u>\$ 2,439.9</u>	<u>\$ 637.2</u>	<u>\$ (1,849.3)</u>	<u>\$ 3,071.2</u>
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities:					
Current portion of debt	\$ —	\$ 275.2	\$ 3.4	\$ —	\$ 278.6
Accounts payable	—	263.4	79.1	—	342.5
Other current liabilities	16.9	279.2	100.9	—	397.0
Total current liabilities	16.9	817.8	183.4	—	1,018.1
Long term debt	1,141.3	913.2	32.2	(941.4)	1,145.3
Other liabilities	9.5	212.5	44.2	(34.1)	232.1
Equity investment in subsidiaries	—	171.7	—	(171.7)	—
Intercompany liabilities	—	178.9	277.8	(456.7)	—
Total liabilities	1,167.7	2,294.1	537.6	(1,603.9)	2,395.5
Shareholders' equity	675.7	145.8	99.6	(245.4)	675.7
Total liabilities and shareholders' equity	<u>\$ 1,843.4</u>	<u>\$ 2,439.9</u>	<u>\$ 637.2</u>	<u>\$ (1,849.3)</u>	<u>\$ 3,071.2</u>

THE SCOTTS MIRACLE-GRO COMPANY
Condensed Consolidating Balance Sheet
As of September 30, 2014
(In millions)
(Unaudited)

	Parent	Subsidiary Guarantors	Non- Guarantors	Eliminations/Consolidations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ —	\$ 23.1	\$ 66.2	\$ —	\$ 89.3
Accounts receivable, net	—	124.6	99.4	—	224.0
Accounts receivable pledged	—	113.7	—	—	113.7
Inventories	—	282.1	103.0	—	385.1
Prepaid and other current assets	—	85.2	37.7	—	122.9
Total current assets	—	628.7	306.3	—	935.0
Property, plant and equipment, net	—	371.3	65.7	—	437.0
Goodwill	—	344.3	6.6	—	350.9
Intangible assets, net	—	256.8	45.9	—	302.7
Other assets	23.8	14.7	28.5	(34.3)	32.7
Equity investment in subsidiaries	368.3	—	—	(368.3)	—
Intercompany assets	878.8	—	—	(878.8)	—
Total assets	\$ 1,270.9	\$ 1,615.8	\$ 453.0	\$ (1,281.4)	\$ 2,058.3
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities:					
Current portion of debt	\$ —	\$ 85.8	\$ 6.1	\$ —	\$ 91.9
Accounts payable	—	134.4	58.9	—	193.3
Other current liabilities	16.7	161.9	80.9	—	259.5
Total current liabilities	16.7	382.1	145.9	—	544.7
Long term debt	681.8	480.0	12.4	(481.8)	692.4
Other liabilities	5.1	235.7	47.4	(34.2)	254.0
Equity investment in subsidiaries	—	106.5	—	(106.5)	—
Intercompany liabilities	—	305.2	91.8	(397.0)	—
Total liabilities	703.6	1,509.5	297.5	(1,019.5)	1,491.1
Total shareholders' equity - controlling interest	553.8	92.8	155.5	(248.4)	553.7
Noncontrolling interest	13.5	13.5	—	(13.5)	13.5
Total equity	567.3	106.3	155.5	(261.9)	567.2
Total liabilities and shareholders' equity	\$ 1,270.9	\$ 1,615.8	\$ 453.0	\$ (1,281.4)	\$ 2,058.3

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

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

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

This discussion and analysis should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in Scotts Miracle-Gro’s Annual Report on Form 10-K for the fiscal year ended September 30, 2014 (the “2014 Annual Report”).

EXECUTIVE SUMMARY

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

As a leading consumer branded lawn and garden company, our product development and marketing efforts are largely focused on providing innovative and differentiated products and on continually increasing brand and product awareness to inspire consumers and to create retail demand. We have successfully applied this model for a number of years by focusing on research and development and investing approximately 5 - 6% of our annual net sales in advertising to support and promote our products and brands. We continually explore new and innovative ways to communicate with consumers. We believe that we receive a significant return on these expenditures and anticipate a similar commitment to research and development, advertising and marketing investments in the future, with the continuing objective of driving category growth and profitably increasing market share.

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

	Percent of Net Sales from Continuing Operations by Quarter		
	2014	2013	2012
First Quarter	6.7%	7.0%	6.7%
Second Quarter	38.0%	36.4%	41.7%
Third Quarter	39.3%	41.0%	37.5%
Fourth Quarter	16.0%	15.6%	14.1%

Common Shares Repurchases and Dividends

On August 11, 2014, we announced that the Scotts Miracle-Gro Board of Directors approved:

- a special one-time cash dividend of \$2.00 per Common Share that was paid on September 17, 2014;
- an increase in our quarterly cash dividend from \$0.4375 to \$0.45 per Common Share; and
- a new share repurchase authorization effective November 1, 2014, which will expire on September 30, 2019, to repurchase up to \$500 million of our Common Shares. This replaces the previous authorization which expired on September 30, 2014.

As of March 28, 2015, we can make additional restricted payments (as defined in the credit facility), including increased or one-time dividend payments and Common Share repurchases, provided that if after giving effect to any such restricted payment, the leverage ratio is not greater than 3.00. Otherwise, we may only make restricted payments in an aggregate amount for each fiscal year not to exceed the amount set forth in the credit facility for such fiscal year (\$150.0 million for 2015 and \$175.0 million for 2016 and in each fiscal year thereafter).

RESULTS OF OPERATIONS

We classified our wild bird food business as discontinued operations, for all periods presented, beginning in our second quarter of fiscal 2014. As a result, and unless specifically stated otherwise, all discussions regarding results for the three and six months ended March 28, 2015 and March 29, 2014, reflect results from our continuing operations.

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
Net sales	100.0 %	100.0 %	100.0 %	100.0 %
Cost of sales	60.7	59.9	64.9	63.2
Cost of sales—impairment, restructuring and other	—	—	—	—
Gross profit	39.3	40.1	35.1	36.8
Operating expenses:				
Selling, general and administrative	19.9	19.6	26.3	26.5
Impairment, restructuring and other	0.4	0.6	1.1	0.5
Other income, net	(0.1)	(0.1)	(0.1)	(0.2)
Income from operations	19.1	20.0	7.8	10.0
Costs related to refinancing	—	1.0	—	0.8
Interest expense	1.4	1.1	1.9	2.0
Income from continuing operations before income taxes	17.7	17.9	5.9	7.2
Income tax expense from continuing operations	6.4	6.3	2.1	2.4
Income from continuing operations	11.3	11.6	3.8	4.8
Income from discontinued operations, net of tax	—	—	—	—
Net Income	11.3 %	11.6 %	3.8 %	4.8 %

Net Sales

Net sales for the three months ended March 28, 2015 were \$1,102.3 million, an increase of 2.0% from net sales of \$1,081.0 million for the three months ended March 29, 2014. Net sales for the six months ended March 28, 2015 were \$1,318.5, an increase of 3.8% from net sales of \$1,270.6 million for the six months ended March 29, 2014. The change in net sales was attributable to:

	THREE MONTHS ENDED	SIX MONTHS ENDED
	MARCH 28, 2015	MARCH 28, 2015
Acquisitions	1.6 %	3.3 %
Volume	2.8	3.0
Pricing	0.1	—
Foreign exchange rates	(2.5)	(2.5)
Change in net sales	2.0 %	3.8 %

The increase in net sales for the three and six months ended March 28, 2015, was primarily driven by:

- sales from acquisitions within our Global Consumer segment from AeroGrow, Fafard, and Solus and within our Scotts LawnService® segment from Action Pest; and
- increased volume in our Global Consumer segment, driven by increased sales within the U.S. of fertilizer, mulch, and cleaners products, and
- partial offset by the unfavorable impact of foreign exchange rates as a result of the strengthening of the U.S. dollar relative to other currencies including Canadian dollar, Euro, and British pound.

Cost of Sales

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
(In millions)				
Materials	\$ 404.4	\$ 394.1	\$ 496.3	\$ 474.9
Distribution and warehousing	118.5	116.7	167.2	152.3
Manufacturing labor and overhead	127.7	117.7	156.7	141.9
Roundup® reimbursements	18.2	18.7	35.5	33.8
	\$ 668.8	\$ 647.2	\$ 855.7	\$ 802.9
Impairment, restructuring and other	0.2	—	0.2	—
	\$ 669.0	\$ 647.2	\$ 855.9	\$ 802.9

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015		MARCH 28, 2015	
(In millions)				
Material costs	\$ 3.5		\$ 3.1	
Volume and product mix	36.7		69.6	
Roundup® reimbursements	(0.5)		1.7	
Foreign exchange rates	(18.1)		(21.6)	
	\$ 21.6		\$ 52.8	
Impairment, restructuring and other	0.2		0.2	
Change in cost of sales	\$ 21.8		\$ 53.0	

The increase in cost of sales, for the three and six months ended March 28, 2015, was primarily driven by:

- costs related to sales from acquisitions within our Global Consumer segment from AeroGrow, Fafard, and Solus and within our Scotts LawnService® segment from Action Pest;
- higher distribution costs within our Global Consumer segment due to the recognition of negative mark-to-market adjustments associated with our fuel hedges of \$1.6 million and \$8.8 million for the three and six months ended March 28, 2015. These mark-to-market adjustments have been partially offset by savings from fuel purchases within the first six months of the current fiscal year and we expect to offset the remainder of the adjustments during the third and fourth quarters of fiscal 2015;
- increased sales volume in our Global Consumer segment; and
- an increase in net sales for the six months ended March 28, 2015 attributable to reimbursements under our Roundup® Marketing Agreement;
- partially offset by the favorable impact of foreign exchange rates as a result of a strengthening of the U.S. dollar relative to other currencies including Canadian dollar, Euro, and British pound.

Gross Profit

As a percentage of net sales, our gross profit rate was 39.3% and 40.1% for the three months ended March 28, 2015 and March 29, 2014, respectively. As a percentage of net sales, our gross profit rate was 35.1% and 36.8% for the six months ended March 28, 2015 and March 29, 2014, respectively. Factors contributing to the change in gross profit rate are outlined in the following table:

	THREE MONTHS ENDED	SIX MONTHS ENDED
	MARCH 28, 2015	MARCH 28, 2015
Pricing	— %	— %
Material costs	(0.3)	(0.2)
Product mix and volume:		
Roundup® commissions and reimbursements	—	—
Acquisitions	(0.4)	(0.6)
Corporate & Other	(0.1)	—
Scotts LawnService®	—	—
Global Consumer mix and volume	—	(0.9)
Change in gross profit rate	(0.8)%	(1.7)%

The decrease in the gross profit rate, for the three months ended March 28, 2015, was primarily driven by:

- net impact of the Solus and Fafard acquisitions, within our Global Consumer segment, decreasing gross profit rate, while AeroGrow within our Global Consumer segment and Action Pest within our Scotts LawnService® segment increased the gross profit rate; and
- increased material costs within our Global Consumer segment for our grass seed and soils products.

The decrease in the gross profit rate, for the six months ended March 28, 2015, was primarily driven by:

- higher distribution costs within our Global Consumer segment due to the recognition of negative mark-to-market adjustments associated with our fuel hedges of \$8.8 million for the six months ended March 28, 2015. These mark-to-market adjustments have been partially offset by savings from fuel purchases within the first six months of the current fiscal year and we expect to offset the remainder of the adjustments during the third and fourth quarters of fiscal 2015;
- negative product mix within our Global Consumer segment due to increased sales of mulch products;
- net impact of the Solus and Fafard acquisitions, within our Global Consumer segment, decreasing gross profit rate, while AeroGrow within our Global Consumer segment and Action Pest within our Scotts LawnService® segment increased the gross profit rate; and
- increased material costs within our Global Consumer segment for our grass seed and soils products.

Selling, General and Administrative Expenses

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Advertising	\$ 63.2	\$ 62.5	\$ 72.7	\$ 70.0
Share-based compensation	7.2	4.6	9.3	6.4
Research and development	10.8	11.1	21.0	22.1
Amortization of intangibles	2.7	2.5	5.7	4.9
Other selling, general and administrative	135.8	131.5	237.9	233.2
	<u>\$ 219.7</u>	<u>\$ 212.2</u>	<u>\$ 346.6</u>	<u>\$ 336.6</u>

Selling, general and administrative (“SG&A”) expenses increased \$7.5 million, or 3.5%, to \$219.7 million for the three months ended March 28, 2015 compared to the three months ended March 29, 2014. Advertising expense increased \$0.7 million driven by timing and mix of Global Consumer media spending. Share-based compensation expense increased \$2.6 million as prior year

expense was lower due to the impact of forfeitures of previously recognized share-based compensation for executive departures. The increase in other SG&A expenses of \$4.3 million is due to the impact of the recent acquisitions of \$8.0 million; partially offset by foreign exchange rate impact of \$3.5 million as the U.S. dollar has strengthened relative to other currencies.

SG&A expenses increased \$10.0 million, or 3.0%, to \$346.6 million for the six months ended March 28, 2015 compared to the six months ended March 29, 2014. Advertising expense increased \$2.7 million driven by timing and mix of Global Consumer media spending including increasing our advertising spending for our Tomcat brand. Share-based compensation expense increased \$2.9 million as prior year expense was lower due to impact of forfeitures of previously recognized share-based compensation for executive departures. The increase in other SG&A expenses of \$4.7 million is due to the impact of the recent acquisitions of \$14.6 million; partially offset by foreign exchange rate impact of \$5.2 million as the U.S. dollar as strengthened relative to other currencies, and reductions in compensation including management incentives as a result of our restructuring efforts over the past year.

Impairment, Restructuring and Other

During the three and six months ended March 28, 2015, we recognized \$4.9 million and \$14.5 million, respectively, in restructuring costs related to termination benefits provided to U.S. and international personnel as part of the continuation of our previously announced fiscal 2014 restructuring plan to reduce management layers and streamline decision making.

For the six months ended March 29, 2014, we recognized expense for employee severance charges of \$0.5 million related to termination benefits provided to international employees as part of the profitability improvement initiative announced in December 2012, associated with the international restructuring plan to reduce headcount and streamline management decision making within the Global Consumer segment. The Company also recognized \$3.9 million for restructuring and other charges related to termination benefits provided to U.S. marketing personnel as part of the Company's restructuring of its U.S. marketing group. In addition, for the three months ended March 29, 2014, the Company recognized \$2.0 million in additional ongoing monitoring and remediation costs for the Company's turfgrass biotechnology program.

Other Income, net

Other income is comprised of activities outside our normal business operations, such as royalty income from the licensing of certain of our brand names, franchise fee income from our Scotts LawnService® business, foreign exchange gains/losses, equity income (loss) on unconsolidated affiliates and gains/losses from the sale of non-inventory assets. Other income was \$0.6 million for the three months ended March 28, 2015 compared to \$1.6 million for the three months ended March 29, 2014. Other income was \$1.8 million for the six months ended March 28, 2015 compared to \$2.7 million for the six months ended March 29, 2014.

Interest Expense

Interest expense was \$15.0 million for the three months ended March 28, 2015 compared to \$12.0 million for the three months ended March 29, 2014. The increase in interest expense of \$3.0 million was driven by an increase in average borrowings of \$193.0 million, excluding the impact of foreign exchange rates; partially offset by the redemption of the 7.25% Senior Notes and an acceleration of interest expense of \$2.0 million into the first quarter of fiscal 2014 for the ineffective portion of our interest rate hedges impacted by entering into the credit facility in December 2013.

Interest expense was \$24.7 million for the six months ended March 28, 2015 compared to \$25.9 million for the six months ended March 29, 2014. The decrease in interest expense of \$1.2 million was driven by a decrease in our weighted average interest rate of 123 basis points primarily due to the reduced rates under our third amended and restated senior secured credit agreement and the redemption of the 7.25% Senior Notes; partially offset by an increase in average borrowings of \$207.5 million, excluding the impact of foreign exchange rates. The increase in average borrowings was driven by the fiscal year 2014 special one-time dividend and common share repurchase activity.

Income Tax Expense

The effective tax rate related to continuing operations for the three months ended March 28, 2015 was 36.0% compared to 35.3% for the three months ended March 29, 2014. The effective tax rate related to continuing operations for the six months ended March 28, 2015 was 36.0% compared to 34.0% for the March 29, 2014. The increase in the effective tax rate is due to the recognition of discrete tax benefits of \$1.6 million for the six months ended March 29, 2014. The effective tax rate used for interim purposes was based on our best estimate of factors impacting the effective tax rate for the full fiscal year. Factors affecting the estimated effective tax rate include assumptions as to income by jurisdiction (domestic and foreign), the availability and utilization of tax credits and the existence of elements of income and expense that may not be taxable or deductible. The estimated effective tax rate is subject to revision in later interim periods and at fiscal year end as facts and circumstances change during the course of the fiscal year. There can be no assurances that the effective tax rate estimated for interim financial reporting purposes will approximate the effective tax rate determined at fiscal year end.

Income from Continuing Operations

We reported income attributable to controlling interest from continuing operations of \$124.6 million, or \$2.01 per diluted share, for the three months ended March 28, 2015 compared to \$125.7 million, or \$2.00 per diluted share, for the three months ended March 29, 2014 and \$50.0 million, or \$0.81 per diluted share, for the first six months of fiscal 2015 compared to \$59.9 million, or \$0.95 per diluted share, for the first six months of fiscal 2014. The decrease in our income from continuing operations for the three and six months ended March 28, 2015 was primarily driven by a lower gross profit rate and higher SG&A expenses; partially offset by the prior year costs related to refinancing. Also, impairment, restructuring and other was higher for the six months ended March 28, 2015 compared to the same prior year period. Diluted average Common Shares used in the diluted net income per Common Share calculation were 62.1 million for the three months ended March 28, 2015 compared to 62.9 million for the three months ended March 29, 2014. Diluted average common shares used in the diluted net income per common share calculation were 62.0 million for the first six months ended March 28, 2015 compared to 63.1 million for the first six months ended March 29, 2014. The decrease in dilutive average Common Shares for the three and six months ended March 28, 2015 was a result of share repurchases, partially offset by the exercise and issuance of share-based compensation awards.

SEGMENT RESULTS

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

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

The following table sets forth net sales by segment:

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Global Consumer	\$ 1,064.3	\$ 1,046.0	\$ 1,227.9	\$ 1,184.4
Scotts LawnService®	30.4	28.9	77.1	75.2
Segment total	1,094.7	1,074.9	1,305.0	1,259.6
Corporate & Other	7.6	6.1	13.5	11.0
Consolidated	\$ 1,102.3	\$ 1,081.0	\$ 1,318.5	\$ 1,270.6

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

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	MARCH 28, 2015	MARCH 29, 2014	MARCH 28, 2015	MARCH 29, 2014
	(In millions)			
Global Consumer	\$ 272.0	\$ 269.5	\$ 197.8	\$ 202.1
Scotts LawnService®	(22.6)	(20.3)	(21.1)	(17.7)
Segment total	249.4	249.2	176.7	184.4
Corporate & Other	(31.8)	(23.0)	(52.0)	(44.7)
Intangible asset amortization	(3.2)	(3.0)	(6.7)	(5.9)
Impairment, restructuring and other	(5.1)	(6.1)	(14.7)	(6.4)
Costs related to refinancing	—	(10.7)	—	(10.7)
Interest expense	(15.0)	(12.0)	(24.7)	(25.9)
Consolidated	\$ 194.3	\$ 194.4	\$ 78.6	\$ 90.8

Global Consumer

Global Consumer segment net sales were \$1,064.3 million in the second quarter of fiscal 2015, an increase of 1.7%, from the second quarter of fiscal 2014 sales of \$1,046 million and were \$1,227.9 million for the first six months of fiscal 2015, an increase of 3.7%, from the first six months of fiscal 2014 sales of \$1,184.4 million. For the three months ended March 28, 2015, favorable impacts of volume, pricing, and acquisitions of 2.8%, 0.1% and 1.4%, respectively, were partially offset by unfavorable changes in foreign exchange rates of 2.6%. For the six months ended March 28, 2015, favorable impacts of volume and acquisitions of 3.3% and 3.1%, respectively, were partially offset by unfavorable changes in foreign exchange rates of 2.7%.

Net sales in the United States increased \$30.5 million, or 3.5%, and \$42.7 million, or 4.4%, for the second quarter and the first six months of fiscal 2015, respectively, as compared to the same period in fiscal 2014. The increase in U.S. net sales for the second quarter and first six months of fiscal 2015 was driven by the acquisition of AeroGrow and increased volume of fertilizer and mulch products.

Excluding the impact of changes in foreign exchange rates, net sales internationally increased by \$14.8 million, or 8.3%, and \$32.4 million, or 14.6%, for the second quarter of fiscal 2015 and first six months of fiscal 2015. The increase in net sales internationally was primarily driven by the acquisitions of Fafard and Solus, and higher sales volume within Europe.

Global Consumer segment operating income increased by \$2.5 million, or 0.9%, in the second quarter of fiscal 2015, and decreased \$4.3 million, or 2.1%, in the first six months of fiscal 2015 as compared to the same periods of fiscal 2014. Excluding the impact of changes in foreign exchange rates, the increase was 2.4% for the second quarter of fiscal 2015 and the decrease was 0.8% for the first six months of fiscal 2015. The increase for the second quarter of fiscal 2015 was primarily driven by higher sales volume of fertilizer and mulch products, higher sales volume within Europe, and lower SG&A as a result of reductions in compensation including management incentives as a result of our restructuring efforts over the past year; partially offset by the recent acquisitions of AeroGrow, Fafard, and Solus. The decrease for the first six months of fiscal 2015 was primarily driven by lower gross profit rate and the recent acquisitions of AeroGrow, Fafard, and Solus.

Scotts LawnService®

Scotts LawnService® net sales increased by \$1.5 million, or 5.2%, in the second quarter of fiscal 2015 and by \$1.9 million, or 2.5%, in the first six months of fiscal 2015 as compared to the same period of fiscal 2014. The increases in net sales were due to the acquisition of Action Pest. The segment operating income for Scotts LawnService® decreased by \$2.3 million, or 11.3%, in the second quarter of fiscal 2015 and by \$3.4 million, or 19.2%, in the first six months of fiscal 2015, as compared to the same periods of fiscal 2014. The decreased income was primarily driven by higher SG&A expenses, primarily for planned increases in selling costs.

Corporate & Other

The net operating loss for Corporate & Other was \$31.8 million for the three months ended March 28, 2015 compared to \$23.0 million for the three months ended March 29, 2014. The net operating loss for Corporate & Other was \$52.0 million for the first six months ended March 28, 2015 compared to \$44.7 million for the first six months ended March 29, 2014. The increase for the three and six months ended March 28, 2015 was primarily related to higher share-based compensation expense and an increase in reserves for an ongoing state sales and use tax audit.

LIQUIDITY AND CAPITAL RESOURCES

Operating Activities

Cash used in operating activities totaled \$648.7 million and \$614.6 million for the six months ended March 28, 2015 and March 29, 2014, respectively. Cash used in operating activities increased \$34.1 million primarily due to an increase in cash used for working capital of \$42.1 million. The increase in cash used for working capital was primarily due to increased inventory production in the fourth quarter of fiscal 2014 and first quarter of fiscal 2015 compared to the same prior periods. The Company expects this inventory build to improve service levels and reduce distribution costs in the spring of 2015.

Investing Activities

Cash used in investing activities totaled \$73.3 million and \$108.9 million for the six months ended March 28, 2015 and March 29, 2014, respectively. Cash used for investments in property, plant and equipment during the first six months of fiscal 2015 and fiscal 2014 was \$28.0 million and \$53.0 million, respectively. The decrease was primarily related to \$30.0 million of down payments in fiscal 2014 on a purchase order to acquire a new corporate aircraft. During the six months ended March 28, 2015, within our Global Consumer segment, we completed the acquisition of three growing media businesses for \$33.6 million. Additionally within our Scotts LawnService® segment we completed the acquisition of Action Pest for \$21.7 million. These acquisitions included cash payments of \$50.5 million during the first six months of fiscal 2015.

Financing Activities

Financing activities provided cash of \$693.6 million and \$744.9 million for the six months ended March 28, 2015 and March 29, 2014, respectively. The decrease of \$51.3 million in cash provided by financing activities during the first six months of fiscal 2015 as compared to fiscal 2014 was the result of higher net borrowings under our credit facility of \$309.2 million, repayment of 7.25% Senior Notes of \$200.0 million, the fiscal 2014 payment of financing and issuance fees of \$6.1 million associated with our new credit facility, a decrease in share repurchases of our Common Shares of \$44.8 million, and an increase in cash received from the exercise of stock options of \$8.3 million.

Cash and Cash Equivalents

Our cash and cash equivalents were held in cash depository accounts with major financial institutions around the world or invested in high quality, short-term liquid investments, with a balance of \$54.8 million as of March 28, 2015, compared to \$152.7 million as of March 29, 2014. The cash and cash equivalents balance at March 28, 2015 included \$46.2 million held by controlled foreign corporations. Our current plans do not demonstrate a need to, nor do we have plans to, repatriate the retained earnings from these foreign corporations as the earnings are indefinitely reinvested. However, in the future, if we determine it is necessary to repatriate these funds, or we sell or liquidate any of these foreign corporations, we may be required to pay associated taxes on the repatriation.

Borrowing Agreements

Our primary sources of liquidity are cash generated by operations and borrowings under our credit facility, which is guaranteed by substantially all of Scotts Miracle-Gro's domestic subsidiaries. On December 20, 2013, the Company entered into a third amended and restated senior secured credit facility, providing the Company and certain of its subsidiaries with a five-year senior secured revolving loan facility in the aggregate principal amount of up to \$1.7 billion. The credit facility also provides the Company with the right to seek to increase the credit facility by an aggregate amount of up to \$450 million, subject to certain specified conditions. Borrowings may be made in various currencies, including U.S. dollars, Euros, British Pounds, Australian dollars, and Canadian dollars.

Under our credit facility, we have the ability to obtain letters of credit up to \$75 million. At March 28, 2015, we had letters of credit in the aggregate face amount of \$24.2 million outstanding and \$676.9 million of availability under our credit facility, subject to our continued compliance with covenants discussed below.

The Company maintains a Master Accounts Receivable Purchase Agreement ("MARPA Agreement"), which is uncommitted and provides for the discretionary sale by the Company, and the discretionary purchase by the banks, on a revolving basis, of accounts receivable generated by sales to three specified account debtors in an aggregate amount not to exceed \$400 million. On August 29, 2014, the Company signed an amendment to the existing MARPA Agreement which extended the termination date to August 28, 2015, or such later date as may be mutually agreed by the Company and each bank party thereto. Under the amended terms of the MARPA Agreement, the banks have the opportunity to purchase those accounts receivable offered by the Company at a discount (from the agreed base value thereof) effectively equal to the one-week LIBOR plus 0.75%. There were \$301.3 million and \$273.5 million in short-term borrowings under the MARPA Agreement as of March 28, 2015 and March 29, 2014, respectively. As of March 28, 2015, there was \$98.7 million of availability under the MARPA Agreement.

On January 15, 2014, the Company used a portion of its available credit facility borrowings to redeem all of its outstanding \$200 million aggregate principal amount of 7.25% Senior Notes, paying a redemption price of \$214.5 million to extinguish the outstanding 7.25% Senior Notes, which included \$7.25 million of accrued and unpaid interest, \$7.25 million of call premium, and \$200 million for outstanding principal amount.

As of March 28, 2015, we were in compliance with all debt covenants. Our credit facility contains, among other obligations, an affirmative covenant regarding our leverage ratio, calculated as indebtedness divided by our earnings before interest, taxes, depreciation and amortization. Under the terms of the credit facility, the maximum leverage ratio was 4.00 as of March 28, 2015. Our leverage ratio was 2.62 at March 28, 2015. Our credit facility also includes an affirmative covenant regarding our interest coverage. Under the terms of the credit facility, the minimum interest coverage ratio was 3.50 for the twelve months ended March 28, 2015. Our interest coverage ratio was 9.18 for the twelve months ended March 28, 2015. As of March 28, 2015, the Company can make additional restricted payments (as defined in the credit facility), including increased or one-time dividend payments and Common Share repurchases, before reaching a leverage ratio of 3.00.

We continue to monitor our compliance with the leverage ratio, interest coverage ratio and other covenants contained in the credit facility and, based upon our current operating assumptions, we expect to remain in compliance with the permissible leverage ratio and interest coverage ratio throughout fiscal 2015. However, an unanticipated charge to earnings, an increase in debt or other factors could materially affect our ability to remain in compliance with the financial or other covenants of our credit facility, potentially causing us to have to seek an amendment or waiver from our lending group which could result in repricing of our credit

facility. While we believe we have good relationships with our banking group, we can provide no assurance that such a request would result in a modified or replacement credit facility on reasonable terms, if at all.

We believe that our cash flows from operations and borrowings under our credit facility will be sufficient to meet debt service and working capital needs, capital expenditures, cash dividends and purchases of our Common Shares for the foreseeable future. However, we cannot ensure that our business will generate sufficient cash flow from operations or that future borrowings will be available under our credit facility in amounts sufficient to pay indebtedness or fund other liquidity needs. Actual results of operations will depend on numerous factors, many of which are beyond our control.

Judicial and Administrative Proceedings

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

Contractual Obligations

There have been no material changes, with the exception of acquisition activity, outside of the ordinary course of business, in our outstanding contractual obligations since the end of fiscal 2014 and through March 28, 2015. As part of the fiscal 2015 acquisitions, the Company acquired operating leases with a total future minimum lease payments for non-cancelable operating leases of \$15.7 million.

REGULATORY MATTERS

We are subject to local, state, federal and foreign environmental protection laws and regulations with respect to our business operations and believe we are operating in substantial compliance with, or taking actions aimed at ensuring compliance with, such laws and regulations. We are involved in several legal actions with various governmental agencies related to environmental matters. While it is difficult to quantify the potential financial impact of actions involving these environmental matters, particularly remediation costs at waste disposal sites and future capital expenditures for environmental control equipment, in the opinion of management, the ultimate liability arising from such environmental matters, taking into account established reserves, should not have a material effect on our financial condition, results of operations or cash flows. However, there can be no assurance that the resolution of these matters will not materially affect our future quarterly or annual results of operations, financial condition or cash flows. Additional information on environmental matters affecting us is provided in the 2014 Annual Report, under “ITEM 1. BUSINESS — Regulatory Considerations” and “ITEM 3. LEGAL PROCEEDINGS.”

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preceding discussion and analysis of our consolidated results of operations and financial condition should be read in conjunction with our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. The 2014 Annual Report includes additional information about us, our operations, our financial condition, our critical accounting policies and accounting estimates, and should be read in conjunction with this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risks have not changed significantly from those disclosed in the 2014 Annual Report.

ITEM 4. CONTROLS AND PROCEDURES

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

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

In addition, there were no changes in the Registrant's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the Registrant's fiscal quarter ended March 28, 2015 that have materially affected, or are reasonably likely to materially affect, the Registrant's internal control over financial reporting.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Other than as discussed in “NOTE 11. CONTINGENCIES” of the Notes to Condensed Consolidated Financial Statements, pending material legal proceedings have not changed significantly since those disclosed in the 2014 Annual Report.

ITEM 1A. RISK FACTORS

The Company's risk factors as of March 28, 2015 have not changed materially from those described in “ITEM 1A. RISK FACTORS” in the 2014 Annual Report.

Cautionary Note Regarding Forward-Looking Statements

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

Forward-looking statements contained in this Quarterly Report on Form 10-Q are predictions only and actual results could differ materially from management's expectations due to a variety of factors, including those described in “ITEM 1A. RISK FACTORS” in the 2014 Annual Report. All forward-looking statements attributable to us or persons working on our behalf are expressly qualified in their entirety by such risk factors.

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

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

The payment of future dividends, if any, on the Common Shares will be determined by the Board of Directors in light of conditions then existing, including the Company's earnings, financial condition and capital requirements, restrictions in financing agreements, business conditions and other factors. The Company's credit facility restricts future dividend payments to an aggregate of \$150 million annually through fiscal 2015 and \$175 million annually beginning in fiscal 2016 if our leverage ratio, after giving effect to any such annual dividend payment, exceeds 3.0. Our leverage ratio was 2.62 at March 28, 2015.

Issuer Purchases of Equity Securities

The following table shows the purchases of Common Shares made by or on behalf of Scotts Miracle-Gro or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934, as amended) of Scotts Miracle-Gro for each fiscal month in the three months ended March 28, 2015:

Period	Total Number of Common Shares Purchased(1)	Average Price Paid per Common Share(2)	Total Number of Common Shares Purchased as Part of Publicly Announced Plans or Programs(3)	Approximate Dollar Value of Common Shares That May Yet be Purchased Under the Plans or Programs(3)
December 28, 2014, through January 24, 2015	—	\$ —	—	\$ 485,186,044
January 25, through February 21, 2015	1,346	\$ 64.12	—	\$ 485,186,044
February 22, through March 28, 2015	5,320	\$ 66.06	—	\$ 485,186,044
Total	6,666	\$ 65.67	—	

- (1) All of the Common Shares purchased during the quarter were purchased in open market transactions. The total number of Common Shares purchased during the quarter were 6,666 Common Shares purchased by the trustee of the rabbi trust established by the Company as permitted pursuant to the terms of The Scotts Company LLC Executive Retirement Plan (the "ERP"). The ERP is an unfunded, non-qualified deferred compensation plan which, among other things, provides eligible employees the opportunity to defer compensation above specified statutory limits applicable to The Scotts Company LLC Retirement Savings Plan and with respect to any Executive Management Incentive Pay (as defined in the ERP), Performance Award (as defined in the ERP) or other bonus awarded to such eligible employees. Pursuant to the terms of the ERP, each eligible employee has the right to elect an investment fund, including a fund consisting of Common Shares (the "Scotts Miracle-Gro Common Stock Fund"), against which amounts allocated to such employee's account under the ERP, including employer contributions, will be benchmarked (all ERP accounts are bookkeeping accounts only and do not represent a claim against specific assets of the Company). Amounts allocated to employee accounts under the ERP represent deferred compensation obligations of the Company. The Company established the rabbi trust in order to assist the Company in discharging such deferred compensation obligations. When an eligible employee elects to benchmark some or all of the amounts allocated to such employee's account against the Scotts Miracle-Gro Common Stock Fund, the trustee of the rabbi trust purchases the number of Common Shares equivalent to the amount so benchmarked. All Common Shares purchased by the trustee are purchased on the open market and are held in the rabbi trust until such time as they are distributed pursuant to the terms of the ERP. All assets of the rabbi trust, including any Common Shares purchased by the trustee, remain, at all times, assets of the Company, subject to the claims of its creditors. The terms of the ERP do not provide for a specified limit on the number of Common Shares that may be purchased by the trustee of the rabbi trust.
- (2) The average price paid per Common Share is calculated on a settlement basis and includes commissions.
- (3) In August 2014, the Scotts Miracle-Gro Board of Directors authorized the repurchase of up to \$500 million of the Common Shares over a five-year period (starting November 1, 2014 through September 30, 2019). The dollar amounts in the "Approximate Dollar Value" column reflect the remaining amounts of shares that were available for repurchase under the \$500 million authorized repurchase program.

ITEM 6. EXHIBITS

See Index to Exhibits at page 53 for a list of the exhibits included herewith.

SIGNATURES

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

THE SCOTT'S MIRACLE-GRO COMPANY

Date: May 7, 2015

/s/ THOMAS RANDAL COLEMAN

Printed Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

THE SCOTTS MIRACLE-GRO COMPANY
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED MARCH 28, 2015

INDEX TO EXHIBITS

EXHIBIT NO.	DESCRIPTION	LOCATION
4	Fourth Supplemental Indenture, dated March 27, 2015, among The Scotts Miracle-Gro Company, the Guarantors (as defined therein) and U.S. Bank National Association	*
10.1	The Scotts Company LLC Executive Retirement Plan, as Amended and Restated as of January 1, 2015 (executed December 31, 2014)	Incorporated herein by reference to the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended December 27, 2014 filed February 5, 2015 [Exhibit 10.2]
10.2	Consulting Agreement, dated March 6, 2015, between The Scotts Company LLC and Hanft Projects LLC	*
10.3	Specimen form of Deferred Stock Unit Award Agreement for Nonemployee Directors (with Related Dividend Equivalents) used to evidence grants under the Long-Term Incentive Plan	*
10.4	Specimen form of Deferred Stock Unit Award Agreement for Nonemployee Directors Retainer Deferrals (with Related Dividend Equivalents) used to evidence grants which may be made under the Long-Term Incentive Plan	*
10.5	Specimen form of Restricted Stock Unit Award Agreement for Third Party Service-Providers (with Related Dividend Equivalents) used to evidence grants which may be made under under the Long-Term Incentive Plan	*
10.6	Specimen form of Performance Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants which may be made under under the Long-Term Incentive Plan	*
10.7	Specimen form of Nonqualified Stock Option Award Agreement for Employees used to evidence grants which may be made under under the Long-Term Incentive Plan	*
10.8	Specimen form of Restricted Stock Unit Award Agreement for Employees (with Related Dividend Equivalents) used to evidence grants which may be made under under the Long-Term Incentive Plan	*
21	Subsidiaries of The Scotts Miracle-Gro Company	*
31.1	Rule 13a-14(a)/15d-14(a) Certifications (Principal Executive Officer)	*
31.2	Rule 13a-14(a)/15d-14(a) Certifications (Principal Financial Officer)	*
32	Section 1350 Certifications (Principal Executive Officer and Principal Financial Officer)	*
101.INS	XBRL Instance Document	*
101.SCH	XBRL Taxonomy Extension Schema	*
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	*
101.DEF	XBRL Taxonomy Extension Definition Linkbase	*
101.LAB	XBRL Taxonomy Extension Label Linkbase	*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	*

* Filed or furnished herewith

THE SCOTTS MIRACLE-GRO COMPANY, as Issuer
THE GUARANTORS PARTY HERETO, as Guarantors
AND
U.S. BANK NATIONAL ASSOCIATION,
as Trustee

6.625% Senior Notes due 2020

FOURTH SUPPLEMENTAL INDENTURE DATED AS OF
March 27, 2015
TO THE INDENTURE DATED AS OF
December 16, 2010

FOURTH SUPPLEMENTAL INDENTURE

This FOURTH SUPPLEMENTAL INDENTURE, dated as of March 27, 2015 (this “**Fourth Supplemental Indenture**”), is by and among The Scotts Miracle-Gro Company, an Ohio corporation (such corporation and any successor, the “**Company**”), the existing Guarantors (as defined in the Indenture referred to herein) (the “**Existing Guarantors**”), Hawthorne Hydroponics LLC, a Delaware limited liability company (“**HH**”), The Hawthorne Gardening Company, a Delaware corporation (“**HGC**,” and together with HH, the “**New Guarantors**”), and U.S. Bank National Association, a national banking association, as trustee under the Indenture referred to herein (such corporation and any successor, the “**Trustee**”). The New Guarantors and the Existing Guarantors are sometimes referred to collectively herein as the “**Guarantors**,” or individually as a “**Guarantor**.”

WITNESSETH:

WHEREAS, the Company, the Existing Guarantors and the Trustee are parties to an indenture, dated as of December 16, 2010, as supplemented by the First Supplemental Indenture dated as of September 28, 2011, by and among the Company, the subsidiary guarantors named therein and the Trustee, as further supplemented by the Second Supplemental Indenture, dated as of September 30, 2013, by and among the Company, the subsidiary guarantors named therein and the Trustee, as further supplemented by the Third Supplemental Indenture, dated as of February 25, 2014, by and among the Company, the subsidiary guarantors named therein and the Trustee (as so supplemented, the “**Indenture**”), relating to the Company’s 6.625% Senior Notes due 2020 (the “**Securities**”);

WHEREAS, pursuant to Section 9.01(5) of the Indenture, without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more supplemental indentures, in form satisfactory to the Trustee, to add any Person as a Guarantor; and

WHEREAS, all conditions precedent provided for in the Indenture relating to this Fourth Supplemental Indenture have been complied with.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the Existing Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Joinder of New Guarantors. The New Guarantors hereby join in the Indenture as a “Guarantor” thereunder. The New Guarantors hereby assume the duties and obligations of Guarantors under the Indenture. The New Guarantors agree to keep and perform all of the covenants, obligations and conditions of Guarantors under the Indenture, on the terms and subject to the conditions set forth in Article X of the Indenture, and to be bound by all other applicable provisions of the Indenture. Upon request from time to time by the Trustee, the New Guarantors shall execute

and deliver to the Trustee a notation relating to the New Guarantors' Guarantee, substantially in the form attached as Exhibit E to the Indenture.

3. Effect of Fourth Supplemental Indenture. Except as amended by this Fourth Supplemental Indenture, the terms and provisions of the Indenture shall remain in full force and effect.

4. Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS FOURTH SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. Counterparts. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Fourth Supplemental Indenture may be executed in multiple counterparts which, when taken together, shall constitute one instrument.

6. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

7. Trustee. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Fourth Supplemental Indenture. This Fourth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed and delivered all as of the day and year first above written.

COMPANY:

THE SCOTTS MIRACLE-GRO COMPANY

By:/s/ THOMAS RANDAL COLEMAN

Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

NEW GUARANTORS:

HAWTHORNE HYDROPONICS LLC

THE HAWTHORNE GARDENING COMPANY

By:/s/ MARK J. WEAVER

Name: Mark J. Weaver

Title: Vice President and Treasurer

EXISTING GUARANTORS:

EG SYSTEMS, INC., DBA SCOTTS LAWN SERVICE
GUTWEIN & CO., INC.

HYPONEX CORPORATION

MIRACLE-GRO LAWN PRODUCTS, INC.

ROD MCLELLAN COMPANY

SANFORD SCIENTIFIC, INC.

SCOTTS TEMECULA OPERATIONS, LLC

SCOTTS MANUFACTURING COMPANY

SCOTTS PRODUCTS CO.

SCOTTS PROFESSIONAL PRODUCTS CO.

SMG GROWING MEDIA, INC.

THE SCOTTS COMPANY LLC

By:/s/ THOMAS RANDAL COLEMAN

Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

SLS FRANCHISE SYSTEMS LLC

By:/s/ ROBERT WALTER

Name: Robert Walter

Title: Vice President and Treasurer

OMS INVESTMENTS, INC.
SWISS FARMS PRODUCTS, INC.
SCOTTS-SIERRA INVESTMENTS, LLC
SMGM LLC

By: /s/ AIMEE M. DELUCA

Name: Aimee M. DeLuca

Title: President and Chief Executive Officer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ KATHERINE ESBER

Name: Katherine Esber

Title: Vice President



The Scotts Company LLC

March 6, 2015

Mr. Adam Hanft
Chief Executive Officer Hanft Projects LLC
55 Fifth Avenue, Penthouse New York, NY 10003

Dear Adam:

This letter sets forth our agreement (the "Agreement") regarding a consulting engagement between Hanft Projects LLC and The Scotts Company LLC ("Scotts" or the "Company"). For the purposes of this Agreement, the term "Contractor" means Hanft Projects LLC, its primary designee/employee Adam Hanft, and any other designee or employee of Hanft Projects LLC. These consulting services are separate and distinct from the services Mr. Hanft is and will be providing as a member of the Scotts Miracle-Gro Company's Board of Directors (the "Board") and /or any Board Committees or other Committees on which Mr. Hanft may subsequently serve.

I. Scope of Services

Subject to the approval of the Board, Contractor agrees to provide the consulting services to Scotts described below.

1. Contractor agrees to provide consulting services to Scotts in the area of Marketing so as to advise the Company on marketing strategies concerning a variety of areas including, but not limited to, brand and creative efforts, partnerships with outside services, work processes and staffing/personnel assessments.
2. In providing consulting services in the Areas of Expertise, it is anticipated that Contractor will generally undertake the following work and activities pursuant to this Agreement:
 - Provide insights and expertise to help inspire and develop a culture of creativity, with emphasis on: Shaping the overall marketing strategy in conjunction with the CEO and COO; inspiring innovation; building Scotts' brands and consumer loyalty; and mentoring and coaching key marketing and business executives as requested.
 - Consult with and provide recommendations to Jim Hagedorn on an as needed basis on issues of marketing strategy.
 - Periodically participate in marketing meetings to support the successful execution of the anticipated marketing initiatives of the Company.
 - Participate in discussions of and otherwise support other marketing issues as required.

Contractor and the Company may agree to modifications of these work activities from time to time as necessary to achieve the purpose of this Agreement. When such modifications are necessary, Contractor and the Company will execute an amendment to this Agreement reflecting the agreed-upon modifications, which may include, by way of non-limiting

14111 Scottslawn Road Marysville, Ohio 43041
937-644-0011
www.scotts.com

examples, modifications regarding the work and activities, the hours of consulting services provided, and/or the consulting fees and expenses paid to Contractor. Company expects Contractor to provide a minimum of 1,000 hours (50% of FTE) of consulting services during the term of this Agreement (outside services in his capacity as a member of the Board).

3. In providing consulting services to Scotts under this Agreement, Contractor will be an independent contractor and will not be an employee, agent, partner, or joint venturer of Scotts or of any of Scotts' affiliates, or of any of its or their respective officers, directors or employees. Except as provided as a member of the Board, if applicable, and except as otherwise expressly stated herein including in paragraph 1(b), Mr. Hanft and any other designee or employee of Contractor will not participate in or receive benefits under any of Scotts' employee fringe benefit programs or receive any other fringe benefits from Scotts, including, without limitation, the health, disability, life insurance, retirement, equity awards, pension and profit sharing benefits on account of the consulting services provided to Scotts under this Agreement.

II. Length of Agreement

The term of this Agreement will commence on February 1, 2015 and will end on January 31, 2016, unless terminated earlier under Section V.1. The term of this Agreement may be extended only by written agreement, signed by both parties and setting forth expressly the terms related to the consulting fee.

III. Authority

In providing consulting services to Scotts under this Agreement, Contractor will have no authority at any time to assume or create any obligation or liability, express or implied, on Scotts' behalf or in Scotts' name or to bind Scotts in any manner whatsoever.

IV. Consulting Fees and Expenses

1. In exchange for providing the consulting services hereunder, during the term of this Agreement, Scotts shall pay Contractor a consulting fee consisting of a combination of cash and restricted stock units, as follows:
 - a. A monthly cash payment of \$75,000 for each month during the term irrespective of whether Scotts requests that Contractor provides consulting services hereunder. Contractor shall be required to submit monthly invoices including days/hours worked with brief descriptions of the services provided. Scotts shall pay Contractor within 30 days of its receipt of Contractor's invoices.
 - b. Subject to Contractor providing consulting services required by this Agreement throughout the complete term of this Agreement, the Company will provide Contractor a one-time grant of restricted stock units ("RSUs") with a grant date value of \$400,000. The RSUs shall be issued in the name of Adam Hanft individually. The number of RSUs will be determined by dividing the intended grant date value by the closing price of a share on the grant date, rounded up to the next whole share. Except where Scotts terminates this Agreement without Cause, the RSUs and any related dividend equivalents will vest on January 31, 2016, provided that this Agreement has not otherwise been terminated or notified for termination on that date, and provided that Contractor has fulfilled

Contractor's full service obligation to Scotts under the terms of this letter agreement at that time. In the event that Scotts terminates this Agreement without Cause, then the RSUs shall vest on a pro rata basis determined by dividing the number of days into the term of the Agreement as of and including the termination date divided by 365 and rounding up to the nearest whole share. The vested RSUs, if any, will be settled as soon as administratively practical following January 31, 2016.

- i. With the exception of the vesting provisions described above, the award of RSUs and related dividend equivalents shall be subject to the terms of The Scotts Miracle-Gro Company Long Term Incentive Plan, effective as of January 17, 2013 (the "Plan"), and the standard terms and conditions of the applicable award agreement. In the event of any conflicts or ambiguity between this Agreement and the terms of the Plan and/or the award agreement, the Plan and/or award agreement will be controlling.
2. Scotts also will pay or reimburse Contractor for all reasonable expenses incurred by Contractor in connection with providing consulting services to Scotts as contemplated herein, including, without limitation, all reasonable (a) telephone and fax expenses, and (b) travel expenses, including, without limitation, transportation, food and lodging, incurred in connection with attending Scotts approved meetings pursuant to this consulting agreement. Contractor must incur and account for expenses in accordance with the policies and procedures established by Scotts as a precondition to Scotts' obligation to pay or reimburse Contractor for such expenses pursuant to the terms of the preceding sentence. This includes describing expenses in reasonable detail on invoices. Scotts will provide private transportation when practical and economically reasonable.
3. Contractor agrees to provide, at its own expense, all equipment necessary to provide the consulting services contemplated herein and to be responsible for its own overhead costs and expenses except for those expenses that Scotts has expressly agreed to pay pursuant to the terms of the preceding paragraph.

V. Termination

1. Scotts shall be permitted to terminate this Agreement and its consulting relationship with Contractor under any of the following circumstances: (a) upon Scotts' 60 days advance written notice to Contractor, (b) Mr. Hanft's death or disability, or Contractor ceasing operations, (c) Contractor's material breach of its obligations to Scotts if such breach is not cured within 30 days after receiving notice thereof, (d) Contractor's and/or Mr. Hanft's indictment for a felony or serious misdemeanor, (e) Contractor's and/or Mr. Hanft's commission of an act of fraud or bad faith toward Scotts, or (f) Contractor's and/or Mr. Hanft's misappropriation of any funds, property or rights of Scotts. If Scotts terminates this Agreement under Section V.1(a), Contractor will receive the consulting fees and expenses as provided by and subject to the terms of Section IV during the 60-day period following written notice of termination. Contractor shall be permitted to terminate this Agreement and its consulting relationship with Scotts upon Contractor's 30 day advance written notice to Scotts.
2. The termination of this Agreement and Contractor's consulting relationship with Scotts shall not affect Scotts' obligation to pay Contractor for the amounts Contractor has earned prior to the date of such termination or reimburse Contractor for the expenses Contractor has incurred pursuant to the terms of this Agreement prior to the date of such termination.

VI. Confidential Information

1. In providing the consulting services contemplated herein, Contractor will receive Confidential Information about Scotts and its affiliates. Maintaining the confidential nature of this information is very important to Scotts. As used in this Agreement, "Confidential Information" is any information about Scotts, or its affiliates, to which Contractor gains access in connection with its provision of consulting or other services to Scotts, including Mr. Hanft's service as a member of the Board. Confidential Information does not include information Contractor can show (a) was already in Contractor's possession prior to the time Contractor received such information as a consultant to Scotts, or (b) is publicly available or otherwise in the public domain by means other than Contractor's violation of the terms of this Agreement.
2. Contractor agrees to not at any time hereafter, without the prior written consent of Scotts, disclose, directly or indirectly, any Confidential Information or use any Confidential Information for any purpose other than providing consulting services to Scotts as contemplated herein.
3. Contractor agrees to promptly return to Scotts, upon Scotts' request, all electronic or tangible documents that contain any Confidential Information and to retain no copies.
4. These confidentiality obligations are in addition to, and not in place of, any and all confidentiality obligations arising as a result of Mr. Hanft's membership on the Board and applicable Board Committees.

VII. Other

1. Contractor understands and agrees that this Agreement does not obligate Scotts to utilize Contractor's consulting services, but it is intended to set forth the terms pursuant to which Scotts may utilize Contractor's consulting services in Scotts' discretion.
2. Contractor is not permitted to assign, sell or otherwise transfer any of its rights or obligations hereunder.
3. Contractor acknowledges that neither Scotts nor any representatives of Scotts have made any representations or promises about the tax implications of this Agreement. Nothing in this Agreement may be construed as tax advice from Scotts to Contractor. Contractor has been encouraged to discuss the tax implications of this Agreement with his own tax and financial counsel.

THE SCOTTS COMPANY LLC

By: /s/ JAMES HAGEDORN
James Hagedorn
Chairman of the Board & Chief Executive Officer

ACKNOWLEDGED AND AGREED:

/s/ ADAM HANFT

Adam Hanft, Chief Executive Officer
Hanft Projects LLC

THE SCOTTS MIRACLE-GRO COMPANY

*[LONG-TERM INCENTIVE PLAN
(As Amended And Restated January 17, 2013)]*

*[AMENDED AND RESTATED
2006 LONG-TERM INCENTIVE PLAN]*

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

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

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

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

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

2. INCORPORATION OF PLAN AND DEFINITIONS.

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

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

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

(a) **General Vesting.** If your Board services continue from the Grant Date until the earlier of **[Date]** or **[Date]** (the “Vesting Date”), your DSUs described in this Award Agreement will become 100% vested on the Vesting Date, including any DSUs credited pursuant to Section 5 on or prior to the Vesting Date. Any DSUs received pursuant to Section 5 following the Vesting Date will be 100% vested on the date they are credited to you; or

(b) **[Accelerated Vesting.** *Your DSUs described in this Award Agreement, including any DSUs credited pursuant to Section 5, will become 100% vested as of the date you Terminate because of your death or because you become Disabled. For purposes of this Award Agreement, “Disabled” means that you have been determined to be totally disabled by the Social Security Administration.]*

(c) *[If you Terminate for a reason other than Cause after completing at least five full years of continuous service and are at least age 50, all DSUs will become 100% vested as of the date of such event.]*

4. SETTLEMENT.

(a) Subject to the terms of the Plan and this Award Agreement, your vested DSUs, including any DSUs credited pursuant to Section 5, shall be settled in a lump sum as soon as administratively practicable, but no later than **[Number]** days following the earliest date to occur of: (i) your Termination; or (ii) the **[Number]** anniversary of the Grant Date (the “Settlement Date”). Your whole DSUs shall be settled in full Shares, and any fractional DSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.

(b) Except as provided in Section 5 below, you will have none of the rights of a shareholder with respect to Shares underlying the DSUs unless and until you become the record holder of such Shares.

(c) Normally, your DSUs will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your DSUs, including any DSUs credited pursuant to Section 5, will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

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

- (a) If a cash dividend is declared and paid on the Shares underlying the DSUs, you will be credited with an additional number of DSUs equal to the quotient of:
 - (i) The product of (I) the number of DSUs granted under this Award Agreement (including additional DSUs previously credited in accordance with this Section 5) that have not been settled as of the dividend payment date, multiplied by (II) the amount of the cash dividend paid per Share; divided by
 - (ii) The Fair Market Value (which shall be equal to the closing price) of a Share on the date such cash dividend is paid.
- (b) If a Share dividend is declared and paid on the Shares underlying the DSUs, you will be credited with an additional number of DSUs equal to the product of:
 - (i) The number of DSUs granted under this Award Agreement (including additional DSUs previously credited in accordance with this Section 5) that have not been settled as of the dividend payment date, multiplied by
 - (ii) The number of Shares paid as a dividend per Share.
- (c) Any additional DSUs credited pursuant to this Section 5 shall be subject to the same terms and conditions as the DSUs granted pursuant to Section 1 above.
- (d) Any fractional number of DSUs resulting from the calculations under this Section 5 shall be rounded to the nearest whole Share.

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

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

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

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

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

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

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

13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.

By signing below, you acknowledge and agree that:

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

[Director’s Name]

THE SCOTTS MIRACLE-GRO COMPANY

By: _____

By: _____

Date signed: _____

[Name of Company Representative]

[Title of Company Representative]

Date signed: _____

THE SCOTTS MIRACLE-GRO COMPANY

***[LONG-TERM INCENTIVE PLAN
(As Amended And Restated January 17, 2013)]***

***[AMENDED AND RESTATED
2006 LONG-TERM INCENTIVE PLAN]***

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

**DEFERRED STOCK UNITS CREDITED TO
[Director's Name]**

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

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

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

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

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

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

[TPA Telephone Number]

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

1. DESCRIPTION OF YOUR DEFERRED STOCK UNITS

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

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

2. VESTING AND SETTLEMENT

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

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

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

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

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

3. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. YOUR ACKNOWLEDGMENT OF AWARD CONDITIONS

By signing below, you acknowledge and agree that:

- (a) A copy of the Plan has been made available to you;
- (b) You understand and accept the terms and conditions of your DSUs;
- (c) You will consent (on your own behalf and on behalf of your beneficiaries and transferees and without any further consideration) to any necessary change to your DSUs or this Award Agreement to comply with any law and to avoid paying penalties under Section 409A of the Code, even if those changes affect the terms of your DSUs and reduce their value or potential value; and
- (d) You must return a signed copy of this Award Agreement to the address given above before [**Insert Date**]. By signing below you acknowledge that the DSUs credited to you on each Conversion Date (as reflected on Schedule A for each Conversion Date) will be subject to the terms of the Plan and this Award Agreement.

[Director’s Name]

THE SCOTTS MIRACLE-GRO COMPANY

By: _____

By: _____

[Name of Company Representative]

[Title of Company Representative]

Date signed: _____

Date signed: _____

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

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

**DEFERRED STOCK UNITS CREDITED TO
[Director's Name]**

SCHEDULE A

<u>Conversion Date</u>	<u>Amount Deferred</u>	<u>Applicable Share Price</u>	<u>Number of Deferred Stock Units</u>
[Date]	[\$<u>amount</u>]	[\$<u>price</u>]	[# TBD]
[Date]	[\$<u>amount</u>]	[\$<u>price</u>]	[# TBD]
[Date]	[\$<u>amount</u>]	[\$<u>price</u>]	[# TBD]
[Date]	[\$<u>amount</u>]	[\$<u>price</u>]	[# TBD]

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

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

**RESTRICTED STOCK UNIT AWARD AGREEMENT
FOR THIRD PARTY SERVICE PROVIDERS
(with related dividend equivalents)**

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

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

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

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

2. INCORPORATION OF PLAN AND DEFINITIONS.

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

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

- (a) **General Vesting.** If your service continues from the Grant Date until **[Vesting Date]** (the “Vesting Date”), your RSUs described in this Award Agreement will become 100% vested on the Vesting Date; or
- (b) **Accelerated Vesting.** Under the following circumstances, your RSUs described in this Award Agreement will become pro rata vested earlier than the Vesting Date:
 - (i) If you Terminate because of your death or because you become Disabled (as defined below), your RSUs described in this Award Agreement will become pro rata vested as of the date of such event and will be settled in accordance with Section 4 of this Award Agreement. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board; or
 - (ii) If you Terminate due to an involuntary Termination by the Company without Cause before the Vesting Date, the RSUs described in this Award Agreement will become pro rata vested as of the Vesting Date.
 - (iii) The number of RSUs that become pro rata vested in this subsection (b) will be calculated by multiplying the number of RSUs granted under this Agreement by a fraction. The numerator of the fraction will equal the number of days that elapsed beginning with the Grant Date and ending with the date of your Termination. The denominator of the fraction will be 365. Any fractional RSUs will be rounded up to the nearest whole number.
- (c) **Cause.** For purposes of this Award Agreement, “Cause” means that Grantee has:
 - (i) willfully and materially breached the terms of any consulting or other service provider agreement between the Grantee and the Company;
 - (ii) engaged in willful misconduct that has materially injured the business of the Company or any Subsidiary or Affiliate;

- (iii) willfully committed a material act of fraud or material breach of the Grantee's duty of loyalty to the Company or any Subsidiary or Affiliate;
- (iv) willfully and continually failed to attempt in good faith to perform the Grantee's duties hereunder (other than any such failure resulting from the Grantee's incapacity due to physical or mental illness), after written notice has been delivered to the Grantee by the Company, which notice specifically identifies the manner in which the Grantee has not attempted in good faith to perform his duties; or
- (v) been convicted, or plead guilty or nolo contendere for the commission of an act or acts constituting a felony under the laws of the United States or any state thereof.

For purposes of subsections (i) - (iv) no act, or failure to act, on the Grantee's part shall be deemed "willful" unless, the Company reasonably determines, in good faith, that it was done, or omitted to be done, by the Grantee not in good faith and without reasonable belief that his act, or failure to act, was in the best interest of the Company or any Subsidiary or Affiliate.

4. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, your vested RSUs, minus any shares that are withheld for taxes as provided under Section 4(c), shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the earliest date to occur of: (i) your Termination due to your death or Disability; or (ii) the Vesting Date (the "Settlement Date"). Your whole RSUs shall be settled in full Shares, and any fractional RSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 5 of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the RSUs unless and until you become the record holder of such Shares.
- (c) You may use one of the following methods to pay the required withholding taxes related to the vesting of your RSUs. You will decide on the method at the time prescribed by the Company. If you do not elect one of these methods, the Company will apply the Net Settlement method described below:
 - (i) **CASH PAYMENT:** If you elect this alternative, you will be responsible for paying the Company through the Third Party Administrator cash equal to the minimum statutory withholding requirements applicable on your RSUs.
 - (ii) **NET SETTLEMENT:** If you elect this alternative, the Company will retain the number of shares with a Fair Market Value equal to the minimum statutory withholding requirements applicable on your RSUs.

- (d) Normally, your RSUs will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your RSUs will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

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

6. FORFEITURE.

- (a) Except as otherwise provided in Section 3 or Section 4(d) of this Award Agreement, you will forfeit your unvested RSUs if you Terminate prior to the Vesting Date.
- (b) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your RSUs and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within [Number] days before and [Number] days after you Terminate:
 - (i) You breach any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;
 - (ii) You fail or refuse to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;
 - (iii) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;
 - (iv) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or

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

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

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

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

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

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

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

13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.

By signing below, you acknowledge and agree that:

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

[Grantee's Name]	THE SCOTTS MIRACLE-GRO COMPANY
By: _____	By: _____
Date signed: _____	[Name of Company Representative] [Title of Company Representative] Date signed: _____

THE SCOTTS MIRACLE-GRO COMPANY

*[LONG-TERM INCENTIVE PLAN
(As Amended And Restated January 17, 2013)]*

*[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]**

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

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

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

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

2. INCORPORATION OF PLAN AND DEFINITIONS.

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

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

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

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

[(iii) If you Terminate due to an involuntary Termination by the Company without Cause no earlier than [Number] days before the Vesting Date, your Termination will be deemed to have occurred on the Vesting Date such that the number of Performance Units Achieved, as described in this Award Agreement, will be deemed to become 100% vested as of the Vesting Date.

(c) **Cause.** For purposes of this Award Agreement, “Cause” means that Grantee has:

- (i) willfully and materially breached the terms of any employment agreement between the Grantee and the Company;
- (ii) engaged in willful misconduct that has materially injured the business of the Company or any Subsidiary or Affiliate;
- (iii) willfully committed a material act of fraud or material breach of the Grantee’s duty of loyalty to the Company or any Subsidiary or Affiliate;
- (iv) willfully and continually failed to attempt in good faith to perform the Grantee’s duties hereunder (other than any such failure resulting from the Grantee’s incapacity due to physical or mental illness), after written notice has been delivered to the Grantee by the Company, which notice specifically identifies the manner in which the Grantee has not attempted in good faith to perform his duties; or
- (v) been convicted, or plead guilty or nolo contendere for the commission of an act or acts constituting a felony under the laws of the United States or any state thereof.

For purposes of subsections (i) - (iv) no act, or failure to act, on the Grantee’s part shall be deemed “willful” unless, the Company reasonably determines, in good faith, that it was done, or omitted to be done, by the Grantee not in good faith and without reasonable belief that his act, or failure to act, was in the best interest of the Company or any Subsidiary or Affiliate.]

5. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, the number of vested Performance Units Achieved, minus any shares that are withheld for taxes as provided under Section 5(c), shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the Vesting Date (the “Settlement Date”). Your whole Performance Units Achieved shall be settled in full Shares, and any fractional Performance Unit Achieved shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 6 of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the Performance Units unless and until you become the record holder of such Shares.

- (c) You may use one of the following methods to pay the required withholding taxes related to the settlement of your Performance Units Achieved. You will decide on the method at the time prescribed by the Company. If you do not elect one of these methods, the Company will apply the Net Settlement method described below:
 - (i) **CASH PAYMENT:** If you elect this alternative, you will be responsible for paying the Company through the Third Party Administrator cash equal to the minimum statutory withholding requirements applicable on your Performance Units.
 - (ii) **NET SETTLEMENT:** If you elect this alternative, the Company will retain the number of shares with a Fair Market Value equal to the minimum statutory withholding requirements applicable on your Performance Units.
- (d) Normally, the number of Performance Units Achieved will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your Performance Units will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

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

7. FORFEITURE.

- (a) Except as otherwise provided in Section 4 or Section 5(d) of this Award Agreement, you will forfeit your unvested Performance Units if you Terminate prior to the Vesting Date, whether the performance criteria are achieved or not.
- (b) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your Performance Units and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within [Number] days before and [Number] days after you Terminate:

- (i) You breach any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;
- (ii) You fail or refuse to consult with, supply information to or otherwise cooperate with the Company or any Affiliate or Subsidiary after having been requested to do so;
- (iii) You deliberately engage in any action that the Company concludes has caused substantial harm to the interests of the Company or any Affiliate or Subsidiary;
- (iv) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or
- (v) You engaged in conduct that the Committee reasonably concludes would have given rise to a Termination for Cause had it been discovered before you Terminated.

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

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

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

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

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

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

14. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.

By signing below, you acknowledge and agree that:

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

[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

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

*Performance Units Achieved = Performance Units * Payout Percentage*

Payout Percentage = Portion of Performance Units achieved

[Performance Criteria]

THE SCOTTS MIRACLE-GRO COMPANY

*[LONG-TERM INCENTIVE PLAN
(As Amended And Restated January 17, 2013)]*

*[AMENDED AND RESTATED
2006 LONG-TERM INCENTIVE PLAN]*

NONQUALIFIED STOCK OPTION AWARD AGREEMENT FOR EMPLOYEES

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

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

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

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

2. INCORPORATION OF PLAN AND DEFINITIONS.

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

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

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

described in this Award Agreement will vest (and become exercisable) on the Vesting Date;

- (b) **Accelerated Vesting.** Under the following circumstances, the NSO described in this Award Agreement will vest earlier than the Vesting Date:
- (i) If you Terminate because of your death or because you become Disabled (as defined below), your NSO described in this Award Agreement will become fully vested and expire on the Expiration Date. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board;
 - (ii) If you Terminate for a reason other than Cause after reaching age [Number] and completing at least [Number] years of employment with the Company, its Affiliates and/or its Subsidiaries, your NSO described in this Award Agreement will become fully vested and expire on the Expiration Date;
 - (iii) If you Terminate due to an involuntary Termination by the Company without Cause no earlier than [Number] days before the Vesting Date, your Termination will be deemed to have occurred on the Vesting Date such that your NSO described in this Award Agreement will be deemed to become 100% vested and expire on the Expiration Date.
 - (iv) If there is a Change in Control, your NSO may vest earlier. See the Plan for further details.
- (c) **Cause.** For purposes of this Award Agreement, “Cause” means that Grantee has:
- (i) willfully and materially breached the terms of any employment agreement between the Grantee and the Company;
 - (ii) engaged in willful misconduct that has materially injured the business of the Company or any Subsidiary or Affiliate;
 - (iii) willfully committed a material act of fraud or material breach of the Grantee’s duty of loyalty to the Company or any Subsidiary or Affiliate;

- (iv) willfully and continually failed to attempt in good faith to perform the Grantee's duties hereunder (other than any such failure resulting from the Grantee's incapacity due to physical or mental illness), after written notice has been delivered to the Grantee by the Company, which notice specifically identifies the manner in which the Grantee has not attempted in good faith to perform his duties; or
- (v) been convicted, or plead guilty or nolo contendere for the commission of an act or acts constituting a felony under the laws of the United States or any state thereof.

For purposes of subsections (i) - (iv) no act, or failure to act, on the Grantee's part shall be deemed "willful" unless, the Company reasonably determines, in good faith, that it was done, or omitted to be done, by the Grantee not in good faith and without reasonable belief that his act, or failure to act, was in the best interest of the Company or any Subsidiary or Affiliate.

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

5. EXERCISING YOUR NSO.

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

- (ii) **COMBINATION EXERCISE:** If you elect this alternative, you will be deemed to have simultaneously exercised the NSO and to have sold a number of those Shares with a Fair Market Value equal to the aggregate Exercise Price and for taxes that are required to be withheld on account of the exercise. When the transaction is complete, the balance of the Shares subject to the portion of the NSO you exercised will be transferred to you.
- (iii) **EXERCISE AND HOLD:** If you elect this alternative, you must pay the full Exercise Price plus related taxes (in cash, a cash equivalent or in Shares having a Fair Market Value equal to the Exercise Price and which you have owned for at least six months before the exercise date). When the transaction is complete, you will receive the number of Shares purchased.
- (c) You may never exercise your NSO to purchase a fractional Share. Any fractional Share shall be redeemed for cash equal to the Fair Market Value of such fractional Share.

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

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

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

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

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

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

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

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

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

13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS

By signing below, you acknowledge and agree that:

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

[Grantee’s Name]

THE SCOTTS MIRACLE-GRO COMPANY

BY:_____

BY:_____

Date signed: _____

[Name of Company representative]

[Title of Company representative]

Date signed:_____

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

[AMENDED AND RESTATED
2006 LONG-TERM INCENTIVE PLAN]

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

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

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

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

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

2. INCORPORATION OF PLAN AND DEFINITIONS.

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

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

- (a) **General Vesting.** If your employment continues from the Grant Date until the [Number] anniversary of the Grant Date, in this case [Date] (the “Vesting Date”), your RSUs described in this Award Agreement will become 100% vested on the Vesting Date; or
- (b) **Accelerated Vesting.** Under the following circumstances, your RSUs described in this Award Agreement will become 100% vested earlier than the Vesting Date:
 - (i) If you Terminate because of your death or because you become Disabled (as defined below), your RSUs described in this Award Agreement will become 100% vested as of the date of such event and will be settled in accordance with Section 4 of this Award Agreement. For purposes of this Award Agreement, “Disabled” means (A) you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, (B) you are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of your employer, or (C) you are determined to be totally disabled by the Social Security Administration or Railroad Retirement Board; or
 - (ii) If you Terminate for a reason other than Cause after reaching age [Number] and completing at least [Number] years of employment with the Company, its Affiliates and/or its Subsidiaries, your RSUs described in this Award Agreement will become 100% vested as of the date of such event and will be settled in accordance with Section 4 of this Award Agreement.
 - [(iii) *If you Terminate due to an involuntary Termination by the Company without Cause no earlier than [Number] days before the Vesting Date, your Termination will be deemed to have occurred on the Vesting Date such that the RSUs described in this Award Agreement will be deemed to become 100% vested as of the [Vesting Date][date of such termination and will be settled in accordance with Section 4 of this Award Agreement].*]
- [(c) **Cause.** For purposes of this Award Agreement, “Cause” means that Grantee has:
 - (i) *willfully and materially breached the terms of any employment agreement between the Grantee and the Company;*

- (ii) *engaged in willful misconduct that has materially injured the business of the Company or any Subsidiary or Affiliate;*
- (iii) *willfully committed a material act of fraud or material breach of the Grantee's duty of loyalty to the Company or any Subsidiary or Affiliate;*
- (iv) *willfully and continually failed to attempt in good faith to perform the Grantee's duties hereunder (other than any such failure resulting from the Grantee's incapacity due to physical or mental illness), after written notice has been delivered to the Grantee by the Company, which notice specifically identifies the manner in which the Grantee has not attempted in good faith to perform his duties; or*
- (v) *been convicted, or plead guilty or nolo contendere for the commission of an act or acts constituting a felony under the laws of the United States or any state thereof.*

For purposes of subsections (i) - (iv) no act, or failure to act, on the Grantee's part shall be deemed "willful" unless, the Company reasonably determines, in good faith, that it was done, or omitted to be done, by the Grantee not in good faith and without reasonable belief that his act, or failure to act, was in the best interest of the Company or any Subsidiary or Affiliate.]

4. SETTLEMENT.

- (a) Subject to the terms of the Plan and this Award Agreement, your vested RSUs, minus any shares that are withheld for taxes as provided under Section 4(c), shall be settled in a lump sum as soon as administratively practicable, but no later than 90 days following the earliest date to occur of: (i) your Termination due to your death or Disability; or (ii) the third anniversary of the Grant Date (the "Settlement Date"). Your whole RSUs shall be settled in full Shares, and any fractional RSU shall be settled in cash, determined based upon the Fair Market Value of a Share on the Settlement Date.
- (b) Except as provided in Section 5 of this Award Agreement, you will have none of the rights of a shareholder with respect to Shares underlying the RSUs unless and until you become the record holder of such Shares.
- (c) You may use one of the following methods to pay the required withholding taxes related to the vesting of your RSUs. You will decide on the method at the time prescribed by the Company. If you do not elect one of these methods, the Company will apply the Net Settlement method described below:
 - (i) **CASH PAYMENT:** If you elect this alternative, you will be responsible for paying the Company through the Third Party Administrator cash equal to the minimum statutory withholding requirements applicable on your RSUs.

(ii) **NET SETTLEMENT:** If you elect this alternative, the Company will retain the number of shares with a Fair Market Value equal to the minimum statutory withholding requirements applicable on your RSUs.

(d) Normally, your RSUs will vest and be settled only under the circumstances described above. However, if there is a Change in Control, your RSUs will become 100% vested on the date of the Change in Control and will be settled as described in the Plan. See the Plan for further details.

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

6. FORFEITURE.

(a) Except as otherwise provided in Section 3 or Section 4(d) of this Award Agreement, you will forfeit your unvested RSUs if you Terminate prior to the Vesting Date.

(b) If you engage in “Conduct That Is Harmful To The Company” (as described below), you will forfeit your RSUs and related dividend equivalents and must return to the Company all Shares and other amounts you have received through the Plan or this Award Agreement if, without the Company’s written consent, you do any of the following within [Number] days before and [Number] days after you Terminate:

(i) You breach *[or threaten to breach]* any confidentiality, nondisclosure, and/or noncompetition obligations under any agreement or plan with the Company or any Affiliate or Subsidiary;

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

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

(iv) You fail to return all property (other than personal property), including vehicles, computer or other equipment or electronic devices, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, formulae or any other tangible property or document and any and all copies, duplicates

or reproductions that you have produced or received or have otherwise been provided to you in the course of your employment with the Company or any Affiliate or Subsidiary; or

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

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

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

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

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

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

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

13. YOUR ACKNOWLEDGMENT OF AND AGREEMENT TO AWARD CONDITIONS.

By signing below, you acknowledge and agree that:

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

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

[Grantee's Name]

THE SCOTTS MIRACLE-GRO COMPANY

By: _____

By: _____

Date signed: _____

[Name of Company Representative]

[Title of Company Representative]

Date signed: _____

DIRECT AND INDIRECT SUBSIDIARIES OF
THE SCOTTS MIRACLE-GRO COMPANY

Directly owned subsidiaries are located at the left margin, each subsidiary tier thereunder is indented. Subsidiaries are listed under the names of their respective parent entities. Unless otherwise noted, the subsidiaries are wholly-owned.

NAME	JURISDICTION OF FORMATION
EG Systems, Inc.	Indiana
SLS Franchise Systems LLC	Delaware
Gutwein & Co., Inc.	Indiana
OMS Investments, Inc.	Delaware
Scotts Temecula Operations, LLC	Delaware
Sanford Scientific, Inc.	New York
Scotts Global Investments, Inc.	Delaware
Scotts Switzerland Holdings, SA	Switzerland
Scotts Global Services, Inc.	Ohio
Scotts Luxembourg SARL	Luxembourg
Scotts Manufacturing Company	Delaware
Miracle-Gro Lawn Products, Inc.	New York
Scotts Products Co.	Ohio
Scotts Servicios, S.A. de C.V. ¹	Mexico
Scotts Professional Products Co.	Ohio
Scotts Servicios, S.A. de C.V. ¹	Mexico
SMG Growing Media, Inc.	Ohio
AeroGrow International, Inc. ²	Nevada
Hyponex Corporation	Delaware
Rod McLellan Company	California
The Hawthorne Gardening Company	Delaware
Hawthorne Hydroponics LLC	Delaware
HGCI, Inc.	Nevada
SMGM LLC	Ohio
Scotts-Sierra Investments LLC	Delaware
ASEF BV	Netherlands
Scotts Asia, Limited	Hong Kong
Scotts Australia Pty Limited	Australia
Scotts Gardening Fertilizer (Wuhan) Co., Ltd.	China
Scotts Benelux BVBA ³	Belgium
Scotts Canada Ltd.	Canada
Scotts Czech s.r.o.	Czech Republic
Scotts de Mexico SA de CV ⁴	Mexico

¹ Scotts Professional Products Co. owns 50% and Scotts Products Co. owns 50%.

² SMG Growing Media, Inc.'s ownership is 33.14%.

³ OMS Investments, Inc. owns 0.1% and Scotts-Sierra Investments LLC owns the remaining 99.9%.

⁴ The Scotts Company LLC owns 0.5% and Scotts-Sierra Investments LLC owns the remaining 99.5%.

Scotts France Holdings SARL	France
Scotts France SAS	France
Scotts Celaflor GmbH	Germany
Scotts Celaflor HGmbH	Austria
Scotts Holdings Limited	United Kingdom
Levington Group Limited	United Kingdom
The Scotts Company (UK) Limited	United Kingdom
The Scotts Company (Manufacturing) Limited	United Kingdom
Humax Horticulture Limited	United Kingdom
O M Scott International Investments Limited	United Kingdom
Scotts Poland Sp.z.o.o.	Poland
Teak 2, Ltd.	Delaware
Turf-Seed (Europe) Limited	Ireland
Swiss Farms Products, Inc.	Delaware
The Scotts Company LLC	Ohio

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

I, James Hagedorn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company for the quarterly period ended March 28, 2015;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2015

By: /s/ JAMES HAGEDORN

Printed Name: James Hagedorn

Title: Chief Executive Officer and Chairman of the Board

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

I, Thomas Randal Coleman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company for the quarterly period ended March 28, 2015;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2015

By: /s/ THOMAS RANDAL COLEMAN

Printed Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

SECTION 1350 CERTIFICATIONS*

In connection with the Quarterly Report on Form 10-Q of The Scotts Miracle-Gro Company (the “Company”) for the quarterly period ended March 28, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned James Hagedorn, Chief Executive Officer and Chairman of the Board of the Company, and Thomas Randal Coleman, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of their knowledge:

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

/s/ JAMES HAGEDORN

Printed Name: James Hagedorn

Title: Chief Executive Officer and Chairman of the Board

May 7, 2015

/s/ THOMAS RANDAL COLEMAN

Printed Name: Thomas Randal Coleman

Title: Executive Vice President and Chief Financial Officer

May 7, 2015

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