

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of Report (Date of earliest event reported): June 4, 2024

SPECTRUM BRANDS HOLDINGS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-4219
(Commission
File Number)

74-1339132
(I.R.S. Employer
Identification No.)

SB/RH HOLDINGS, LLC

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

333-192634-03
(Commission
File Number)

27-2812840
(I.R.S. Employer
Identification No.)

**3001 Deming Way
Middleton, Wisconsin 53562**
(Address of principal executive offices)

(608) 275-3340
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§232.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Spectrum Brands Holdings, Inc.
SB/RH Holdings, LLC

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

Spectrum Brands Holdings, Inc.
SB/RH Holdings, LLC

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

Registrant	Title of Each Class	Trading Symbol	Name of Exchange On Which Registered
Spectrum Brands Holdings, Inc.	Common Stock, \$0.01 par value	SPB	New York Stock Exchange

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the previously announced tender offer (the “Tender Offer”) by Spectrum Brands, Inc. (the “Company”), a wholly-owned subsidiary of Spectrum Brands Holdings, Inc. (the “Parent”), the Company solicited consents (the “Consent Solicitation”) to amend each of the indentures governing the 4.00% Senior Notes due 2026 (the “2026 Notes”), the 5.00% Senior Notes due 2029 (the “2029 Notes”) and the 5.50% Senior Notes due 2030 (the “2030 Notes” and, together with the 2026 Notes and 2029 Notes, the “Consent Notes”) for certain “Proposed Amendments” described in the related Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024, as amended and supplemented by the press release, dated June 4, 2024, attached hereto as Exhibit 99.1 (as so amended and supplemented, the “Offer to Purchase”). Adoption of the Proposed Amendments with respect to each series of Consent Notes required the requisite consents applicable to each series of Consent Notes as described in the Offer to Purchase (the “Requisite Consents”).

Following the receipt of the Requisite Consents with respect to each series of Consent Notes, the Company entered into a (i) supplemental indenture, dated as of June 4, 2024 (the “2026 Supplemental Indenture”), by and among the Company, the guarantors party thereto (the “Guarantors”), U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee (the “Trustee”), Elavon Financial Services DAC, UK Branch, as paying agent and Elavon Financial Services DAC, as registrar and transfer agent, relating to the 2026 Notes, (ii) supplemental indenture, dated as of June 4, 2024 (the “2029 Supplemental Indenture”), by and among the Company, the Guarantors and the Trustee, relating to the 2029 Notes and (iii) supplemental indenture, dated as of June 4, 2024 (the “2030 Supplemental Indenture” and, together with the 2026 Supplemental Indenture and 2029 Supplemental Indenture, the “Supplemental Indentures”), by and among the Company, the Guarantors and the Trustee, relating to the 2030 Notes, to effect the Proposed Amendments. The Supplemental Indentures shorten the notice periods for the redemption of the Consent Notes and eliminate substantially all of the restrictive covenants and certain events of default under each indenture governing the Consent Notes, among other things.

The foregoing summary of each of the Supplemental Indentures does not purport to be complete and is qualified in its entirety by reference to the full text of the 2026 Supplemental Indenture, the 2029 Supplemental Indenture and the 2030 Supplemental Indenture, copies of which are attached hereto as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively, and are incorporated herein by reference.

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

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

On June 3, 2024, Spectrum Brands received the Requisite Consents for the Proposed Amendments in the 2026 Supplemental Indenture, the 2029 Supplemental Indenture and the 2030 Supplemental Indenture.

Item 8.01 Other Events.

On June 4, 2024, the Parent issued a press release announcing (i) the early tender results for the Tender Offer by the Company, for the 2026 Notes, 2029 Notes, 2030 Notes and 3.875% Senior Notes due 2031 (the “2031 Notes” and, together with the Consent Notes, the “Notes”) and (ii) the results for the Consent Solicitation to amend each of the indentures governing the 2026 Notes, 2029 Notes and 2030 Notes. As of 5:00 p.m., New York City Time on June 3, 2024, €407,340,000 aggregate principal amount of the 2026 Notes, or approximately 95.84% of the outstanding aggregate principal amount of the 2026 Notes, \$284,231,000 aggregate principal amount of the 2029 Notes, or approximately 98.32% of the outstanding aggregate principal amount of the 2029 Notes, \$142,475,000 aggregate principal amount of the 2030 Notes, or approximately 91.49% of the outstanding aggregate principal amount of the 2030 Notes, and \$375,107,000 aggregate principal amount of the 2031 Notes, or approximately 90.67% of the outstanding aggregate principal amount of the 2031 Notes, had been validly tendered and not validly withdrawn and related consents, if applicable, thereby validly delivered and not validly revoked in the Tender Offer and Consent Solicitation. In addition, the press release announced that the Company has amended the Tender Offer and Consent Solicitation to increase the previously announced maximum aggregate purchase price (including accrued and unpaid interest, which also will be paid to, but excluding, the applicable settlement date, but excluding fees and expenses relating to the Tender Offer) of the Notes that may be purchased from \$925.0 million to \$1,160.5 million, as described in the Offer to Purchase.

A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Subsequently, on June 4, 2024, the Parent issued a press release announcing the pricing and accepted tender amounts for the Tender Offer and Consent Solicitation by the Company. The Company expects to accept for purchase €407,340,000 aggregate principal amount of the 2026 Notes, or approximately 95.84% of the outstanding aggregate principal amount of the 2026 Notes, \$284,231,000 aggregate principal amount of the 2029 Notes, or approximately 98.32% of the outstanding aggregate principal amount of the 2029 Notes, \$142,475,000 aggregate principal amount of the 2030 Notes, or approximately 91.49% of the outstanding aggregate principal amount of the 2030 Notes, and \$285,681,000 aggregate principal amount of the 2031 Notes, or approximately 69.05% of the outstanding aggregate principal amount of the 2031 Notes, for a combined aggregate purchase price of approximately \$1,160.5 million, including accrued and unpaid interest to, but excluding, the applicable settlement date.

A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are being filed with this Current Report on Form 8-K.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Supplemental Indenture, dated as of June 4, 2024, by and among Spectrum Brands, Inc., the guarantors named therein, U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, Elavon Financial Services DAC, UK Branch, as paying agent and Elavon Financial Services DAC, as registrar and transfer agent, relating to the 2026 Notes.</u>
4.2	<u>Supplemental Indenture, dated as of June 4, 2024, by and among Spectrum Brands, Inc., the guarantors named therein and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, relating to the 2029 Notes.</u>
4.3	<u>Supplemental Indenture, dated as of June 4, 2024, by and among Spectrum Brands, Inc., the guarantors named therein and U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as trustee, relating to the 2030 Notes.</u>
99.1	<u>Press release dated June 4, 2024 announcing the early results and upsizing of the Tender Offer and Consent Solicitation</u>
99.2	<u>Press release dated June 4, 2024 announcing the pricing terms and accepted tender amounts for the Tender Offer and Consent Solicitation</u>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

SIGNATURES

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

Date: June 4, 2024

SPECTRUM BRANDS HOLDINGS, INC.

By: /s/ Jeremy W. Smeltser
Name: Jeremy W. Smeltser
Title: Executive Vice President and Chief Financial Officer

SB/RH HOLDINGS, LLC

By: /s/ Jeremy W. Smeltser
Name: Jeremy W. Smeltser
Title: Executive Vice President and Chief Financial Officer

SPECTRUM BRANDS, INC.

AND

THE GUARANTORS NAMED HEREIN,

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee,**

**ELAVON FINANCIAL SERVICES DAC, UK BRANCH,
as Paying Agent,**

AND

**ELAVON FINANCIAL SERVICES DAC,
as Registrar and Transfer Agent**

SUPPLEMENTAL INDENTURE

Dated as of June 4, 2024 to

the Indenture

Dated as of September 20, 2016

4.00% Senior Notes due 2026

This **SUPPLEMENTAL INDENTURE**, dated as of June 4, 2024 (this “Supplemental Indenture”), among SPECTRUM BRANDS, INC., a Delaware corporation (the “Company”), the Guarantors, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the “Trustee”), ELAVON FINANCIAL SERVICES DAC, UK BRANCH, as Paying Agent (the “Paying Agent”), and ELAVON FINANCIAL SERVICES DAC, as Registrar and Transfer Agent (the “Registrar and Transfer Agent”), under the Indenture (as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

WITNESSETH:

WHEREAS, the Company has issued its 4.00% Senior Notes due 2026 (the “Notes”) pursuant to an Indenture, dated as of September 20, 2016 (the “Indenture”) among the Company, the Guarantors, the Trustee, the Paying Agent and the Registrar and Transfer Agent;

WHEREAS, the Company has offered to purchase outstanding Notes for cash, pursuant to the terms and conditions of the Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024 (as it may be amended or supplemented from time to time) (the “Tender Offer”);

WHEREAS, in connection with the Tender Offer, the Company has requested that Holders of the Notes deliver their consents with respect to the deletion of certain provisions of the Indenture;

WHEREAS, Section 9.02 of the Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with the purchase of, or tender offer or exchange offer for, the Notes);

WHEREAS, the Holders of at least a majority in aggregate principal amount of the outstanding Notes have duly consented to the proposed modifications set forth in this Supplemental Indenture in accordance with Section 9.02 of the Indenture;

WHEREAS, the Company has heretofore delivered, or is delivering contemporaneously herewith, to the Trustee: (i) a copy of resolutions of the Board of Directors of the Company authorizing the execution of this Supplemental Indenture; (ii) evidence of the consent of the Holders set forth in the immediately preceding paragraph and (iii) the Officers’ Certificate and the Opinion of Counsel described in Sections 7.02(2) and 9.06 of the Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with or performed.

NOW, THEREFORE, in consideration of the foregoing and notwithstanding any provision of the Indenture which, absent this Supplemental Indenture, might operate to limit such action, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

AMENDMENTS

SECTION 1.01 Amendments.

- (a) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the first sentence of Section 3.03(a) in its entirety as follows:

If the Company elects to redeem Notes, it must notify the Trustee in writing of the redemption date and the principal amount of Notes to be redeemed by delivering an Officer’s Certificate at least two business days before the redemption date (unless a shorter period is satisfactory to the Trustee).

- (b) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the last sentence of Section 3.03(a) in its entirety as follows:

Notices of redemption shall be mailed by first class mail, or delivered electronically if held by Clearstream or Euroclear, at least two business days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed at its registered address, except that redemption notices may be delivered more than 60 days prior to the redemption date if the notice is issued in connection with the defeasance of the Notes or a satisfaction or discharge of the indenture.

- (c) Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting in their entirety Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.20, 6.01(3), 6.01(4), 6.01(5), 6.01(6), 6.01(8) and 6.01(9) and Article 5 and, in each case, inserting the words “[*Intentionally Omitted*]” in lieu thereof.
- (d) Effective as of the date hereof, none of the Company, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such Articles, Sections or Clauses referenced in Section 1.01(c) and such Articles, Sections or Clauses shall not be considered in determining whether an Event of Default has occurred or whether the Company has observed, performed or complied with the provisions of the Indenture.

SECTION 1.02 Amendment of Definitions. Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments of the Indenture pursuant to Section 1.01 hereof. To the extent any clause, definition, paragraph, Section or Article of the Indenture has been deleted from the Indenture pursuant to Article One of this Supplemental Indenture, any reference in any provision of the Indenture, any Note or any Note Guarantee to such clause, definition, paragraph, Section or Article shall be disregarded in, and be deemed eliminated from, such provisions.

ARTICLE TWO MISCELLANEOUS

SECTION 2.01 Effect of Supplemental Indenture. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Supplemental Indenture.

SECTION 2.02 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only at such time as a majority in principal amount of the outstanding Notes are accepted for purchase by the Company pursuant to the Tender Offer, with the result that the amendments to the Indenture effective by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if such purchase shall not occur.

SECTION 2.02 Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

SECTION 2.03 No Representations by Trustee. The recitals contained herein shall be taken as the statement of the Company, and the Trustee assumes no responsibility for the correctness or completeness of the same.

SECTION 2.04 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Indenture or in any other certificate, agreement or document related to this Indenture, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

SECTION 2.05 Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture and the Notes issued thereunder are in all respects ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture is executed as, and shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(signature page follows)

SPECTRUM BRANDS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

SB/RH HOLDINGS, LLC

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

APPLICA MEXICO HOLDINGS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: President

ALASKA MERGER ACQUISITION CORP.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Treasurer

GLOFISH LLC

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Vice President and Treasurer

ROV HOLDING, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

ROV INTERNATIONAL HOLDINGS LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Treasurer

SALIX ANIMAL HEALTH, LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

SCHULTZ COMPANY

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President

SHASER LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Treasurer

SPECTRUM BRANDS PET LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

SPECTRUM BRANDS PET GROUP INC.

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

UNITED INDUSTRIES CORPORATION

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date hereof.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as TRUSTEE**

By: /s/ Connie Jaco

Name: Connie Jaco

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date hereof.

**ELAVON FINANCIAL SERVICES DAC,
UK BRANCH**
as Paying Agent

By: /s/ Michael Leong

Name: Michael Leong

Title: Authorized Signatory

ELAVON FINANCIAL SERVICES DAC,
as Registrar

By: /s/ Michael Leong

Name: Michael Leong

Title: Authorized Signatory

ELAVON FINANCIAL SERVICES DAC,
as Transfer Agent

By: /s/ Michael Leong

Name: Michael Leong

Title: Authorized Signatory

SPECTRUM BRANDS, INC.

AND

THE GUARANTORS NAMED HEREIN,

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

SUPPLEMENTAL INDENTURE

Dated as of June 4, 2024 to

the Indenture

Dated as of September 24, 2019

5.00% Senior Notes due 2029

This **SUPPLEMENTAL INDENTURE**, dated as of June 4, 2024 (this “Supplemental Indenture”), among SPECTRUM BRANDS, INC., a Delaware corporation (the “Company”), the Guarantors and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the “Trustee”), under the Indenture (as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

WITNESSETH:

WHEREAS, the Company has issued its 5.00% Senior Notes due 2029 (the “Notes”) pursuant to an Indenture, dated as of September 24, 2019 (the “Indenture”) among the Company, the Guarantors and the Trustee;

WHEREAS, the Company has offered to purchase outstanding Notes for cash, pursuant to the terms and conditions of the Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024 (as it may be amended or supplemented from time to time) (the “Tender Offer”);

WHEREAS, in connection with the Tender Offer, the Company has requested that Holders of the Notes deliver their consents with respect to the deletion of certain provisions of the Indenture;

WHEREAS, Section 9.02 of the Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with the purchase of, or tender offer or exchange offer for, the Notes);

WHEREAS, the Holders of at least a majority in aggregate principal amount of the outstanding Notes have duly consented to the proposed modifications set forth in this Supplemental Indenture in accordance with Section 9.02 of the Indenture;

WHEREAS, the Company has heretofore delivered, or is delivering contemporaneously herewith, to the Trustee: (i) a copy of resolutions of the Board of Directors of the Company authorizing the execution of this Supplemental Indenture; (ii) evidence of the consent of the Holders set forth in the immediately preceding paragraph and (iii) the Officers’ Certificate and the Opinion of Counsel described in Sections 7.02(2) and 9.06 of the Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with or performed.

NOW, THEREFORE, in consideration of the foregoing and notwithstanding any provision of the Indenture which, absent this Supplemental Indenture, might operate to limit such action, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

AMENDMENTS

SECTION 1.01 Amendments.

- (a) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the second sentence of Section 3.03(a) in its entirety as follows:

If the Company elects to redeem Notes, it must notify the Trustee in writing of the redemption date and the principal amount of Notes to be redeemed by delivering an Officer’s Certificate at least two business days before the redemption date (unless a shorter period is satisfactory to the Trustee).

- (b) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the last sentence of Section 3.03(a) in its entirety as follows:

Notices of redemption shall be mailed by first class mail, or delivered electronically if held by DTC, at least two business days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed at its registered address, except that redemption notices may be delivered more than 60 days prior to the redemption date if the notice is issued in connection with the defeasance of the Notes or a satisfaction or discharge of the indenture.

- (c) Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting in their entireties Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 6.01(3), 6.01(4), 6.01(5), 6.01(6), 6.01(8) and 6.01(9) and Article 5 and, in each case, inserting the words “[*Intentionally Omitted*]” in lieu thereof.
- (d) Effective as of the date hereof, none of the Company, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such Articles, Sections or Clauses referenced in Section 1.01(c) and such Articles, Sections or Clauses shall not be considered in determining whether an Event of Default has occurred or whether the Company has observed, performed or complied with the provisions of the Indenture.

SECTION 1.02 Amendment of Definitions. Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments of the Indenture pursuant to Section 1.01 hereof. To the extent any clause, definition, paragraph, Section or Article of the Indenture has been deleted from the Indenture pursuant to Article One of this Supplemental Indenture, any reference in any provision of the Indenture, any Note or any Note Guarantee to such clause, definition, paragraph, Section or Article shall be disregarded in, and be deemed eliminated from, such provisions.

ARTICLE TWO MISCELLANEOUS

SECTION 2.01 Effect of Supplemental Indenture. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Supplemental Indenture.

SECTION 2.02 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only at such time as a majority in principal amount of the outstanding Notes are accepted for purchase by the Company pursuant to the Tender Offer, with the result that the amendments to the Indenture effective by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if such purchase shall not occur.

SECTION 2.02 Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

SECTION 2.03 No Representations by Trustee. The recitals contained herein shall be taken as the statement of the Company, and the Trustee assumes no responsibility for the correctness or completeness of the same.

SECTION 2.04 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Indenture or in any other certificate, agreement or document related to this Indenture, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign

and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

SECTION 2.05 Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture and the Notes issued thereunder are in all respects ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture is executed as, and shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(signature page follows)

SPECTRUM BRANDS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

SB/RH HOLDINGS, LLC

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

APPLICA MEXICO HOLDINGS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: President

ALASKA MERGER ACQUISITION CORP.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Treasurer

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ROV HOLDING, INC.

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Title: Vice President and Treasurer

SCHULTZ COMPANY

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President

SHASER LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Treasurer

SPECTRUM BRANDS PET LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

SPECTRUM BRANDS PET GROUP INC.

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

UNITED INDUSTRIES CORPORATION

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date hereof.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as TRUSTEE**

By: /s/ Connie Jaco

Name: Connie Jaco

Title: Vice President

SPECTRUM BRANDS, INC.

AND

THE GUARANTORS NAMED HEREIN,

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

SUPPLEMENTAL INDENTURE

Dated as of June 4, 2024 to

the Indenture

Dated as of June 30, 2020

5.50% Senior Notes due 2030

This **SUPPLEMENTAL INDENTURE**, dated as of June 4, 2024 (this “Supplemental Indenture”), among SPECTRUM BRANDS, INC., a Delaware corporation (the “Company”), the Guarantors and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor in interest to U.S. Bank National Association), a national banking association, as Trustee (the “Trustee”), under the Indenture (as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Indenture.

WITNESSETH:

WHEREAS, the Company has issued its 5.50% Senior Notes due 2030 (the “Notes”) pursuant to an Indenture, dated as of June 30, 2020 (the “Indenture”) among the Company, the Guarantors and the Trustee;

WHEREAS, the Company has offered to purchase outstanding Notes for cash, pursuant to the terms and conditions of the Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024 (as it may be amended or supplemented from time to time) (the “Tender Offer”);

WHEREAS, in connection with the Tender Offer, the Company has requested that Holders of the Notes deliver their consents with respect to the deletion of certain provisions of the Indenture;

WHEREAS, Section 9.02 of the Indenture provides that the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees, with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with the purchase of, or tender offer or exchange offer for, the Notes);

WHEREAS, the Holders of at least a majority in aggregate principal amount of the outstanding Notes have duly consented to the proposed modifications set forth in this Supplemental Indenture in accordance with Section 9.02 of the Indenture;

WHEREAS, the Company has heretofore delivered, or is delivering contemporaneously herewith, to the Trustee: (i) a copy of resolutions of the Board of Directors of the Company authorizing the execution of this Supplemental Indenture; (ii) evidence of the consent of the Holders set forth in the immediately preceding paragraph and (iii) the Officers’ Certificate and the Opinion of Counsel described in Sections 7.02(2) and 9.06 of the Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with or performed.

NOW, THEREFORE, in consideration of the foregoing and notwithstanding any provision of the Indenture which, absent this Supplemental Indenture, might operate to limit such action, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

AMENDMENTS

SECTION 1.01 Amendments.

- (a) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the second sentence of Section 3.03(a) in its entirety as follows:

If the Company elects to redeem Notes, it must notify the Trustee in writing of the redemption date and the principal amount of Notes to be redeemed by delivering an Officer’s Certificate at least two business days before the redemption date (unless a shorter period is satisfactory to the Trustee).

- (b) Subject to Section 2.01 hereof, the Indenture is hereby amended by modifying the last sentence of Section 3.03(a) in its entirety as follows:

Notices of redemption shall be mailed by first class mail, or delivered electronically if held by DTC, at least two business days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed at its registered address, except that redemption notices may be delivered more than 60 days prior to the redemption date if the notice is issued in connection with the defeasance of the Notes or a satisfaction or discharge of the indenture.

- (c) Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting in their entireties Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 6.01(3), 6.01(4), 6.01(5), 6.01(6), 6.01(8) and 6.01(9) and Article 5 and, in each case, inserting the words “[*Intentionally Omitted*]” in lieu thereof.
- (d) Effective as of the date hereof, none of the Company, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such Articles, Sections or Clauses referenced in Section 1.01(c) and such Articles, Sections or Clauses shall not be considered in determining whether an Event of Default has occurred or whether the Company has observed, performed or complied with the provisions of the Indenture.

SECTION 1.02 Amendment of Definitions. Subject to Section 2.01 hereof, the Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments of the Indenture pursuant to Section 1.01 hereof. To the extent any clause, definition, paragraph, Section or Article of the Indenture has been deleted from the Indenture pursuant to Article One of this Supplemental Indenture, any reference in any provision of the Indenture, any Note or any Note Guarantee to such clause, definition, paragraph, Section or Article shall be disregarded in, and be deemed eliminated from, such provisions.

ARTICLE TWO MISCELLANEOUS

SECTION 2.01 Effect of Supplemental Indenture. Except as amended hereby, all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. From and after the date of this Supplemental Indenture, all references to the Indenture (whether in the Indenture or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Supplemental Indenture.

SECTION 2.02 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only at such time as a majority in principal amount of the outstanding Notes are accepted for purchase by the Company pursuant to the Tender Offer, with the result that the amendments to the Indenture effective by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if such purchase shall not occur.

SECTION 2.02 Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

SECTION 2.03 No Representations by Trustee. The recitals contained herein shall be taken as the statement of the Company, and the Trustee assumes no responsibility for the correctness or completeness of the same.

SECTION 2.04 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Indenture or in any other certificate, agreement or document related to this Indenture, if any, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign

and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

SECTION 2.05 Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture and the Notes issued thereunder are in all respects ratified and confirmed, and all of the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture is executed as, and shall constitute an indenture supplemental to the Indenture and shall be construed in connection with and form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(signature page follows)

SPECTRUM BRANDS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

SB/RH HOLDINGS, LLC

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

APPLICA MEXICO HOLDINGS, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: President

ALASKA MERGER ACQUISITION CORP.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Treasurer

GLOFISH LLC

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Vice President and Treasurer

ROV HOLDING, INC.

By: /s/ Joanne P. Chomiak
Name: Joanne P. Chomiak
Title: Senior Vice President

ROV INTERNATIONAL HOLDINGS LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Treasurer

SALIX ANIMAL HEALTH, LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

SCHULTZ COMPANY

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President

SHASER LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Treasurer

SPECTRUM BRANDS PET LLC

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

SPECTRUM BRANDS PET GROUP INC.

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

UNITED INDUSTRIES CORPORATION

By: /s/ Joanne P. Chomiak

Name: Joanne P. Chomiak

Title: Vice President and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date hereof.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as TRUSTEE**

By: /s/ Connie Jaco _____

Name: Connie Jaco

Title: Vice President

For Immediate Release

**Investor/Media Contact: Joanne Chomiak
608-275-4458**

Spectrum Brands Announces Early Results and Upsizing of its Previously Announced Tender Offer and Consent Solicitation

Middleton, WI, June 4, 2024 – Spectrum Brands Holdings, Inc. (NYSE: SPB), a leading global branded consumer products and home essentials company focused on driving innovation and providing exceptional customer service, announced today (i) the early tender results for the previously announced tender offer (the “Tender Offer”) to purchase for cash by its wholly-owned subsidiary, Spectrum Brands, Inc. (“Spectrum Brands”), of up to an aggregate principal amount of its outstanding 4.00% Senior Notes due 2026 (the “2026 Notes” or the “Euro Notes”), 5.00% Senior Notes due 2029 (the “2029 Notes”), 5.50% Senior Notes due 2030 (the “2030 Notes”) and 3.875% Senior Notes due 2031 (the “2031 Notes” and, together with the 2026 Notes, the 2029 Notes and the 2030 Notes, the “Notes,” and each, a “Series”) that may be purchased for a combined aggregate purchase price of up to \$925.0 million (including accrued and unpaid interest, which also will be paid to, but excluding, the applicable Early Tender Settlement Date or the Final Settlement Date (each as defined below), as the case may be, but excluding fees and expenses relating to the Tender Offer) and (ii) the results for the previously announced solicitation of consents (the “Consent Solicitation”) to amend the indenture governing the 2026 Notes, dated as of September 20, 2016, as supplemented (the “2026 Notes Indenture”), the indenture governing the 2029 Notes, dated as of September 24, 2019, as supplemented (the “2029 Notes Indenture”), and the Indenture governing the 2030 Notes, dated as of June 30, 2020, as supplemented (the “2030 Notes Indenture” and, together with the 2026 Notes Indenture and the 2029 Notes Indenture, the “Indentures”). The Tender Offer and Consent Solicitation are being made on the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024, as amended and supplemented by this press release (as so amended and supplemented, the “Notes Statement”).

As of the previously announced early tender time of 5:00 p.m., New York City time, on June 3, 2024 (the “Early Tender Time”), according to information provided by D.F. King, the information and tender agent (the “Information and Tender Agent”) for the Tender Offer and Consent Solicitation, the table below outlines the principal amount validly tendered and not validly withdrawn and related consents, if applicable, thereby validly delivered and not validly revoked as of the Early Tender Time for each Series as confirmed by the Information and Tender Agent.

<u>Title of Security</u>	<u>Security Identifiers⁽¹⁾</u>	<u>Principal Amount of Notes Outstanding</u>	<u>Acceptance Priority Level</u>	<u>Aggregate Principal Amount Tendered</u>	<u>Percent of Amount Outstanding Tendered</u>
4.00% Senior Notes due 2026	ISIN No. XS1493295874 / XS1493296500 Common Code 149329587/ 149329650	€ 425,000,000	1	€407,340,000	95.84%
5.00% Senior Notes due 2029	CUSIP No. 84762L AV7 / U84569 AK5, ISIN No. US84762LAV71 / USU84569AK55	\$ 289,089,000	2	\$284,231,000	98.32%

<u>Title of Security</u>	<u>Security Identifiers⁽¹⁾</u>	<u>Principal Amount of Notes Outstanding</u>	<u>Acceptance Priority Level</u>	<u>Aggregate Principal Amount Tendered</u>	<u>Percent of Amount Outstanding Tendered</u>
5.50% Senior Notes due 2030	CUSIP No. 84762LAW5 / U84569 AL3, ISIN No. US84762LAW54 / USU84569AL39	\$ 155,719,000	3	\$142,475,000	91.49%
3.875% Senior Notes due 2031	CUSIP No. 84762LAX3 / U84569 AM1 ISIN No. US84762LAX38 / USU84569AM12	\$ 413,715,000	4	\$375,107,000	90.67%

(1) No representation is made as to the correctness or accuracy of the security identifiers listed in this table or printed on the Notes. They are provided solely for the convenience of Holders of the Notes.

Spectrum Brands has amended the Tender Offer and the Consent Solicitation to increase the previously announced Maximum Tender Offer Amount from \$925.0 million to \$1,160.5 million (as amended, the “Maximum Tender Offer Amount”), as described in the Notes Statement. Except as described in this press release, all other terms of the Tender Offer and the Consent Solicitation, as previously announced, remain unchanged. Because the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time has an aggregate purchase price exceeding the Maximum Tender Offer Amount, Spectrum Brands expects to accept for purchase all Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time with Acceptance Priority Levels 1 through 3, and Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time with Acceptance Priority Level 4 using a proration factor, calculated in accordance with the Notes Statement. Holders who validly tender Notes after the Early Tender Time but on or before the Expiration Time will not have any of their Notes accepted for purchase. If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be returned to the tendering Holder via a credit to an account maintained at the applicable Depository, designated by the Direct Participant who so delivered such Notes to the Information and Tender Agent, promptly following the Expiration Time or the earlier termination of the Tender Offer.

In conjunction with receiving the requisite consents, a supplemental indenture with respect to each of the 2026 Notes Indenture (the “2026 Notes Supplemental Indenture”), the 2029 Notes Indenture (the “2029 Notes Supplemental Indenture”) and the 2030 Notes Indenture (the “2030 Notes Supplemental Indenture”) and, together with the 2026 Notes Supplemental Indenture and the 2030 Notes Supplemental Indenture, the “Supplemental Indentures”) to effect the respective Proposed Amendments (which shorten the notice periods for the redemption of such Series and eliminate substantially all of the restrictive covenants and certain events of default from the applicable Indentures) as described in the Notes Statement has been executed. Subject to the satisfaction or waiver of certain conditions, including the General Conditions, the Supplemental Indenture Conditions and the Total Consideration Condition (each as described in the Notes Statement), as applicable to a Series of Notes, it is expected that each Supplemental Indenture will become operative on the applicable Early Tender Settlement Date corresponding to such Series. Upon becoming operative, the Proposed Amendments will apply to all Holders of the 2026 Notes, 2029 Notes and 2030 Notes, respectively, remaining outstanding after the applicable Early Tender Settlement Date.

General Information

Spectrum Brands' obligations to complete the Tender Offer and Consent Solicitation are subject to and conditioned upon the satisfaction or waiver by Spectrum Brands of certain conditions, including the General Conditions, the Supplemental Indenture Conditions and the Total Consideration Condition (each as described in the Notes Statement), as applicable to a Series of Notes. There can be no assurance that either of the Tender Offer or Consent Solicitation will be consummated. Spectrum Brands may amend, extend or terminate the Tender Offer and Consent Solicitation, in its sole discretion. Spectrum Brands has the discretion to further upsize the Tender Offer and Consent Solicitation.

Spectrum Brands intends to accept for purchase all Notes that were validly tendered and not validly withdrawn at or prior to the Early Tender Time up to the Maximum Tender Offer Amount and subject to any proration applicable thereto in accordance with, and in the order of, the applicable Acceptance Priority Levels, in accordance with the Notes Statement. Withdrawal rights for the Notes expired at 5:00 p.m., New York City time, on June 3, 2024, and have not been extended. The Early Tender Settlement Date for the 2026 Notes is expected to be June 17, 2024, and the Early Tender Settlement Date for the 2029 Notes, the 2030 Notes and the 2031 Notes is expected to be June 18, 2024 (as to a Series, the "Early Tender Settlement Date").

Spectrum Brands intends to fund the Total Consideration (inclusive of the Early Tender Payment) and the Tender Offer Consideration (including, in each case, accrued and unpaid interest paid), plus all related fees and expenses, using cash on hand, including proceeds from asset sales, proceeds from the liquidation of short-term investments, and, if necessary, borrowings under its revolving facility under its Second Amended and Restated Credit Agreement, dated October 19, 2023, as amended through the date hereof. Notes that are tendered and accepted in the Tender Offer will cease to be outstanding and will be cancelled.

As previously announced, the applicable "Reference Yield" and the resulting "Total Consideration" (each as described in the Notes Statement) for the 2031 Notes, as well as whether the Maximum Tender Offer Amount has been reached, will be determined at 11:00 a.m., New York City time, today, June 4, 2024. See the Notes Statement for more information.

The Tender Offer and Consent Solicitation remain scheduled to expire at 5:00 p.m., New York City time, on June 18, 2024, unless extended, earlier terminated or (in the case of the Consent Solicitation) earlier expired by Spectrum Brands in its sole discretion (the "Expiration Time"). The "Final Settlement Date" for the Tender Offer will promptly follow the Expiration Time and is expected to be June 21, 2024.

The terms and conditions of the Tender Offer are described in the Notes Statement.

Spectrum Brands and its affiliates reserve the right, in their sole discretion, to redeem any of the Notes that remain outstanding after the completion of the Tender Offer in accordance with the terms of the respective indentures governing the Notes, to repurchase any such Notes in open market purchases, privately negotiated transactions or otherwise, upon such terms and at such prices as they may determine, which in each case may be more or less than the price to be paid pursuant to the Tender Offer, to defease the covenants of the Notes, including the covenant on the "Limitation on Asset Sales," or to satisfy and discharge Spectrum Brands' obligations pursuant to the indentures governing such Notes. Spectrum Brands expects to redeem any 2026 Notes that remain outstanding following the applicable Early Tender Settlement Date on June 19, 2024. This press release does not constitute a notice of redemption.

Spectrum Brands has retained RBC Capital Markets, LLC, J.P. Morgan Securities LLC (with respect to the 2029 Notes, the 2030 Notes and the 2031 Notes, collectively, the “USD Notes”), J.P. Morgan Securities plc (with respect to the Euro Notes) and UBS Securities LLC to serve as the Dealer Managers for the Tender Offer and Solicitation Agents for the Consent Solicitation. Requests for documents may be directed to D.F. King, the Information and Tender Agent at (800) 549-6864 (toll-free) or +44 (0) 20 7920 9700 (for the Euro Notes). Questions regarding the Tender Offer may be directed to RBC Capital Markets, LLC at (877) 381-2099 (toll-free) or (212) 618-7843 (collect) (for the USD Notes) and at +44 20 7029 7529 (for the Euro Notes), to J.P. Morgan Securities LLC at (866) 834-4666 (toll-free) or (212) 834-7489 (collect) (for the USD Notes), J.P. Morgan Securities plc (for the Euro Notes) at +44 20 7134 4353, or UBS Securities LLC at (833) 690-0971 (toll-free) or (212) 882-5723 (collect).

This press release is for informational purposes only. The Tender Offer and Consent Solicitation are being made solely by the Notes Statement. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which, or to any persons to whom, such offering, solicitation or sale would be unlawful. Any offers of concurrently offered securities will be made only by means of a private offering memorandum. The Tender Offer and Consent Solicitation are not being made to Holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Tender Offer or Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and Consent Solicitation will be deemed to be made on behalf of Spectrum Brands by the Dealer Managers and Solicitation Agents, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

None of Spectrum Brands, the Information and Tender Agent, the Dealer Managers and Solicitation Agents or any of their respective affiliates makes any recommendation as to whether Holders should tender or refrain from tendering their Notes, and no person or entity has been authorized by any of them to make such a recommendation. Holders must make their own decision as to whether to tender Notes and, if so, the principal amount of the Notes to tender.

About Spectrum Brands Holdings, Inc.

Spectrum Brands Holdings is a home-essentials company with a mission to make living better at home. We focus on delivering innovative products and solutions to consumers for use in and around the home through our trusted brands. We are a leading supplier of specialty pet supplies, lawn and garden and home pest control products, personal insect repellents, shaving and grooming products, personal care products, and small household appliances. Helping to meet the needs of consumers worldwide, Spectrum Brands offers a broad portfolio of market-leading, well-known and widely trusted brands including Tetra®, DreamBone®, SmartBones®, Nature’s Miracle®, 8-in-1®, FURminator®, Healthy-Hide®, Good Boy®, Meowee!®, OmegaOne®, Spectracide®, Cutter®, Repel®, Hot Shot®, Rejuvenate®, Black Flag®, Liquid Fence®, Remington®, George Foreman®, Russell Hobbs®, BLACK + DECKER®, PowerXL®, Emeril Lagasse®, and Copper Chef®. For more information, please visit www.spectrumbrands.com. Spectrum Brands – A Home Essentials Company™.

Forward-looking Statements

We have made or implied certain forward-looking statements in this document and may make additional oral forward-looking statements from time to time. All statements, other than statements of historical facts included or incorporated by reference in this document, including, without limitation, statements or expectations regarding our business strategy, future operations, financial condition, estimated revenues, projected costs, inventory management, earnings power, projected synergies, prospects, plans and objectives of management, outcome of any litigation and information concerning expected actions of third parties are forward-looking statements. When used in this document, the words future, anticipate, pro forma, seek, intend, plan, envision, estimate, believe, belief, expect, project, forecast, outlook, earnings framework, goal, target, could, would, will, can, should, may and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. Since these forward-looking statements are based upon our current expectations of future events and projections and are subject to a number of risks and uncertainties, many of which are beyond our control and some of which may change rapidly, actual results or outcomes may differ materially from those expressed or implied herein, and you should not place undue reliance on these statements. Important factors that could cause our actual results to differ materially from those expressed or implied herein include, without limitation: (1) the economic, social and political conditions or civil unrest, terrorist attacks, acts of war, natural disasters, other public health concerns or unrest in the United States (“U.S.”) or the international markets impacting our business, customers, employees (including our ability to retain and attract key personnel), manufacturing facilities, suppliers, capital markets, financial condition and results of operations, all of which tend to aggravate the other risks and uncertainties we face; (2) the impact of a number of local, regional and global uncertainties could negatively impact our business; (3) the negative effect of the Russia-Ukraine war and the Israel-Hamas war and their impact on those regions and surrounding regions, including the Middle East, and on our operations and those operations of our customers, suppliers and other stakeholders; (4) our increased reliance on third-party partners, suppliers and distributors to achieve our business objectives; (5) the impact of expenses resulting from the implementation of new business strategies, divestitures or current and proposed restructuring and optimization activities, including changes in inventory and distribution center changes which are complicated and involve coordination among a number of stakeholders, including our suppliers and transportation and logistics handlers; (6) the impact of our indebtedness and financial leverage position on our business, financial condition and results of operations; (7) the impact of restrictions in our debt instruments on our ability to operate our business, finance our capital needs or pursue or expand business strategies; (8) any failure to comply with financial covenants and other provisions and restrictions of our debt instruments; (9) the effects of general economic conditions, including the impact of, and changes to tariffs and trade policies, inflation, recession or fears of a recession, depression or fears of a depression, labor costs and stock market volatility or monetary or fiscal policies in the countries where we do business; (10) the impact of fluctuations in

transportation and shipment costs, fuel costs, commodity prices, costs or availability of raw materials or terms and conditions available from suppliers, including suppliers' willingness to advance credit; (11) interest rate fluctuations; (12) changes in foreign currency exchange rates that may impact our purchasing power, pricing and margin realization within international jurisdictions; (13) the loss of, significant reduction in or dependence upon, sales to any significant retail customer(s), including their changes in retail inventory levels and management thereof; (14) competitive promotional activity or spending by competitors, or price reductions by competitors; (15) the introduction of new product features or technological developments by competitors and/or the development of new competitors or competitive brands; (16) changes in consumer spending preferences and demand for our products, particularly in light of economic stress; (17) our ability to develop and successfully introduce new products, protect intellectual property and avoid infringing the intellectual property of third parties; (18) our ability to successfully identify, implement, achieve and sustain productivity improvements, cost efficiencies (including at our manufacturing and distribution operations) and cost savings; (19) the seasonal nature of sales of certain of our products; (20) the impact weather conditions may have on the sales of certain of our products; (21) the effects of climate change and unusual weather activity as well as our ability to respond to future natural disasters and pandemics and to meet our environmental, social and governance goals; (22) the cost and effect of unanticipated legal, tax or regulatory proceedings or new laws or regulations (including environmental, public health and consumer protection regulations); (23) public perception regarding the safety of products that we manufacture and sell, including the potential for environmental liabilities, product liability claims, litigation and other claims related to products manufactured by us and third parties; (24) the impact of existing, pending or threatened litigation, government regulation or other requirements or operating standards applicable to our business; (25) the impact of cybersecurity breaches or our actual or perceived failure to protect company and personal data, including our failure to comply with new and increasingly complex global data privacy regulations; (26) changes in accounting policies applicable to our business; (27) our discretion to adopt, conduct, suspend or discontinue any share repurchase program or conduct any debt repayments, redemptions, repurchases or refinancing transactions (including our discretion to conduct purchases or repurchases, if any, in a variety of manners including open-market purchases, privately negotiated transactions, tender offers, redemptions, or otherwise); (28) our ability to utilize net operating loss carry-forwards to offset tax liabilities; (29) our ability to separate the Company's Home and Personal Care ("HPC") business and create an independent Global Appliances business on expected terms, and within the anticipated time period, or at all, and to realize the potential benefits of such business; (30) our ability to create a pure play consumer products company composed of our Global Pet Care ("GPC") and Home & Garden ("H&G") business and to realize the expected benefits of such creation, and within the anticipated time period, or at all; (31) our ability to successfully implement, and realize the benefits of, acquisitions or dispositions and the impact of any such transactions on our financial performance; (32) the impact of actions taken by significant shareholders; (33) the unanticipated loss of key members of senior management and the transition of new members of our management teams to their new roles; and (34) the other risk factors set forth in the securities filings of Spectrum Brands Holdings, Inc. and SB/RH Holdings, LLC, including the 2023 Annual Report and subsequent Quarterly Reports on Form 10-Q. Some of the above-mentioned factors are described in further detail in the sections entitled Risk Factors in our annual and quarterly reports, as applicable. You should assume the information appearing in this

document is accurate only as of the date hereof, or as otherwise specified, as our business, financial condition, results of operations and prospects may have changed since such date. Except as required by applicable law, including the securities laws of the U.S. and the rules and regulations of the United States Securities and Exchange Commission, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, to reflect actual results or changes in factors or assumptions affecting such forward-looking statements.

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3001 Deming Way
 Middleton, WI 53562-1431
 P.O. Box 620992
 Middleton, WI 53562-0992
 (608) 275-3340

For Immediate Release

**Investor/Media Contact: Joanne Chomiak
 608-275-4458**

**Spectrum Brands Announces Pricing Terms and Accepted Tender Amounts for its
 Tender Offer and Consent Solicitation**

Middleton, WI, June 4, 2024 – Spectrum Brands Holdings, Inc. (NYSE: SPB), a leading global branded consumer products and home essentials company focused on driving innovation and providing exceptional customer service, announced today (i) the pricing and accepted tender amounts for the previously announced tender offer, as amended and supplemented by Spectrum Brands’ press release dated June 4, 2024 (the “Tender Offer”), to purchase for cash by its wholly-owned subsidiary, Spectrum Brands, Inc. (“Spectrum Brands”), of up to an aggregate principal amount of its outstanding 4.00% Senior Notes due 2026 (the “2026 Notes” or the “Euro Notes”), 5.00% Senior Notes due 2029 (the “2029 Notes”), 5.50% Senior Notes due 2030 (the “2030 Notes”) and 3.875% Senior Notes due 2031 (the “2031 Notes”) and, together with the 2026 Notes, the 2029 Notes and the 2030 Notes, the “Notes,” and each, a “Series”) that may be purchased for a combined aggregate purchase price of up to \$1,160.5 million (including accrued and unpaid interest, which also will be paid to, but excluding, the applicable Early Tender Settlement Date or the Final Settlement Date (each as defined below), as the case may be, but excluding fees and expenses relating to the Tender Offer) (the “Maximum Tender Offer Amount”) and (ii) the results for the previously announced solicitation of consents (the “Consent Solicitation”) to amend the indenture governing the 2026 Notes, dated as of September 20, 2016, as supplemented (the “2026 Notes Indenture”), the indenture governing the 2029 Notes, dated as of September 24, 2019, as supplemented (the “2029 Notes Indenture”), and the Indenture governing the 2030 Notes, dated as of June 30, 2020, as supplemented (the “2030 Notes Indenture” and, together with the 2026 Notes Indenture and the 2029 Notes Indenture, the “Indentures”). The Tender Offer and Consent Solicitation are being made on the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement, dated May 20, 2024, as amended and supplemented by Spectrum Brands’ press release, dated June 4, 2024 (as so amended and supplemented, the “Notes Statement”). As previously announced in Spectrum Brands’ press release dated June 4, 2024, Spectrum Brands has amended the Tender Offer and the Consent Solicitation to increase the previously announced Maximum Tender Offer Amount from \$925.0 million to \$1,160.5 million, as described in the Notes Statement.

As of the previously announced early tender time of 5:00 p.m., New York City time, on June 3, 2024 (the “Early Tender Time”), according to information provided by D.F. King, the information and tender agent (the “Information and Tender Agent”) for the Tender Offer and Consent Solicitation, the table below outlines the principal amount accepted for purchase for a combined aggregate purchase price of \$1,160.5 million (including accrued and unpaid interest) as of the Early Tender Time for each Series.

Title of Security	Security Identifiers ⁽¹⁾	Principal Amount of Notes Outstanding	Acceptance Priority Level	Aggregate Principal Amount Tendered	Aggregate Principal Amount Accepted for Purchase	Reference Treasury Security	Reference Yield	Fixed Spread (bps)	Total Consideration ⁽²⁾	Proration Factor	Aggregate Purchase Price
4.00% Senior Notes due 2026	ISIN No. XS1493295874 / XS1493296500 Common Code 149329587 / 149329650	€425,000,000	1	€407,340,000	€407,340,000	N/A	N/A	N/A	€1,000.00	100%	\$446,915
5.00% Senior Notes due 2029	CUSIP No. 84762L AV7 / U84569 AK5, ISIN No. US84762LAV71 / USU84569AK55	\$289,089,000	2	\$284,231,000	\$284,231,000	N/A	N/A	N/A	\$1,000.00	100%	\$287,27
5.50% Senior Notes due 2030	CUSIP No. 84762L AW5 / U84569 AL3, ISIN No. US84762LAW54 / USU84569AL39	\$155,719,000	3	\$142,475,000	\$142,475,000	N/A	N/A	N/A	\$1,000.00	100%	\$145,80
3.875% Senior Notes due 2031	CUSIP No. 84762L AX3 / U84569 AM1 ISIN No. US84762LAX38 / USU84569AM12	\$413,715,000	4	\$375,107,000	\$285,681,000	4.25% U.S. Treasury ⁽⁵⁾ due February 28, 2031	4.360%	+0	\$971.88 ⁽⁶⁾	76%	\$280,50

(1) No representation is made as to the correctness or accuracy of the security identifiers listed in this table or printed on the Notes. They are provided solely for the convenience of Holders of the Notes.

(2) Per \$1,000 or €1,000 principal amount of Notes (as applicable) validly tendered and accepted for purchase for each Series, and not validly withdrawn at or prior to the Early Tender Time. Includes the Early Tender Payment, but excludes accrued and unpaid interest, which also will be paid to, but excluding, the applicable Early Tender Settlement Date.

(3) Includes accrued and unpaid interest to, but excluding, the applicable Early Tender Settlement Date.

(4) In calculating the combined aggregate purchase price of Notes validly tendered under the Tender Offer to determine whether the Maximum Tender Offer Amount has been reached, the principal amount of the 2026 Notes validly tendered was multiplied by the applicable Total Consideration (divided by 1,000), and converted into U.S. Dollars using the applicable exchange rate of 1.0880 (such calculation being referred to as the "U.S. Dollar Equivalent"), as of 11:00 a.m., New York City time, on June 4, 2024 as reported under the Bloomberg screen page "FXIP" under the heading "FX Rate vs. USD."

(5) The Bloomberg Reference Page is FIT6.

(6) The Total Consideration for the 2031 Notes has been calculated by reference to the "Fixed Spread" specified in this table over the yield to maturity (the "Reference Yield") based on the bid-side price of the "Reference Treasury Security" specified in this table, in accordance with standard market practice at 11:00 a.m., New York City time, on June 4, 2024. The formula for determining the Total Consideration for the 2031 Notes is set forth on Schedule A to the Notes Statement.

Because the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time has an aggregate purchase price exceeding the Maximum Tender Offer Amount, Spectrum Brands expects to accept for purchase all Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time with Acceptance Priority Levels 1 through 3, and Notes validly tendered and not validly withdrawn at or prior to the Early Tender Time with Acceptance Priority Level 4 using a proration factor of approximately 76%, calculated in accordance with the Notes Statement. Holders who validly tender Notes after the Early Tender Time but on or before the Expiration Time will not have any of their Notes accepted for purchase. If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be returned to the tendering Holder via a credit to an account maintained at the applicable Depository, designated by the Direct Participant who so delivered such Notes to the Information and Tender Agent, promptly following the Expiration Time or the earlier termination of the Tender Offer.

General Information

Spectrum Brands' obligations to complete the Tender Offer and Consent Solicitation are subject to and conditioned upon the satisfaction or waiver by Spectrum Brands of certain conditions, including the General Conditions, the Supplemental Indenture Conditions and the Total Consideration Condition (each as described in the Notes Statement), as applicable to a Series of Notes. There can be no

assurance that either of the Tender Offer or Consent Solicitation will be consummated. Spectrum Brands may amend, extend or terminate the Tender Offer and Consent Solicitation, in its sole discretion. Spectrum Brands has the discretion to further upsize the Tender Offer and Consent Solicitation. Withdrawal rights for the Notes expired at 5:00 p.m., New York City time, on June 3, 2024, and have not been extended. The Early Tender Settlement Date for the 2026 Notes is expected to be June 17, 2024, and the Early Tender Settlement Date for the 2029 Notes, the 2030 Notes and the 2031 Notes is expected to be June 18, 2024 (as to a Series, the “Early Tender Settlement Date”).

Spectrum Brands intends to fund the Total Consideration (inclusive of the Early Tender Payment) and the Tender Offer Consideration (including, in each case, accrued and unpaid interest paid), plus all related fees and expenses, using cash on hand, including proceeds from asset sales, proceeds from the liquidation of short-term investments, and, if necessary, borrowings under its revolving facility under its Second Amended and Restated Credit Agreement, dated October 19, 2023, as amended through the date hereof. Notes that are tendered and accepted in the Tender Offer will cease to be outstanding and will be cancelled.

The Tender Offer and Consent Solicitation remain scheduled to expire at 5:00 p.m., New York City time, on June 18, 2024, unless extended, earlier terminated or (in the case of the Consent Solicitation) earlier expired by Spectrum Brands in its sole discretion (the “Expiration Time”). The “Final Settlement Date” for the Tender Offer will promptly follow the Expiration Time and is expected to be June 21, 2024.

The terms and conditions of the Tender Offer are described in the Notes Statement.

Spectrum Brands and its affiliates reserve the right, in their sole discretion, to redeem any of the Notes that remain outstanding after the completion of the Tender Offer in accordance with the terms of the respective indentures governing the Notes, to repurchase any such Notes in open market purchases, privately negotiated transactions or otherwise, upon such terms and at such prices as they may determine, which in each case may be more or less than the price to be paid pursuant to the Tender Offer, to defease the covenants of the Notes, including the covenant on the “Limitation on Asset Sales,” or to satisfy and discharge Spectrum Brands’ obligations pursuant to the indentures governing such Notes. Spectrum Brands expects to redeem any 2026 Notes that remain outstanding following the applicable Early Tender Settlement Date on June 20, 2024. This press release does not constitute a notice of redemption.

In certain circumstances, the “Limitation on Asset Sales” covenant in the indenture governing the 2031 Notes may require Spectrum Brands to make offers to purchase the 2031 Notes (“Asset Sale Offers”) using the “net proceeds” of the previously announced sale of its Hardware and Home Improvement business to ASSA ABLOY, completed on June 20, 2023 (as defined in the indenture governing the 2031 Notes, the “Net Proceeds”), if such amount of Net Proceeds available for Asset Sale Offers exceeds \$50.0 million on June 20, 2024, among other conditions. Following Spectrum Brands’ expected purchase of Notes accepted for purchase in the Tender Offer on the Early Tender Settlement Dates, and the expected redemption of any 2026 Notes that remain outstanding following the applicable Early Tender Settlement Date, Spectrum Brands expects to have Net Proceeds below \$50.0 million available for Asset Sale Offers, as calculated pursuant to the indenture governing the 2031 Notes, and therefore does not expect to conduct any Asset Sale Offer for the 2031 Notes that remain outstanding following the Early Tender Settlement Date.

Spectrum Brands has retained RBC Capital Markets, LLC, J.P. Morgan Securities LLC (with respect to the 2029 Notes, the 2030 Notes and the 2031 Notes, collectively, the “USD Notes”), J.P. Morgan Securities plc (with respect to the Euro Notes) and UBS Securities LLC to serve as the Dealer Managers for the Tender Offer and Solicitation Agents for the Consent Solicitation. Requests for documents may be directed to D.F. King, the Information and Tender Agent at (800) 549-6864 (toll-free) or +44 (0) 20 7920 9700 (for the Euro Notes). Questions regarding the Tender Offer may be directed to RBC Capital Markets, LLC at (877) 381-2099 (toll-free) or (212) 618-7843 (collect) (for the USD Notes) and at +44 20 7029 7529 (for the Euro Notes), to J.P. Morgan Securities LLC at (866) 834-4666 (toll-free) or (212) 834-7489 (collect) (for the USD Notes), J.P. Morgan Securities plc (for the Euro Notes) at +44 20 7134 4353, or UBS Securities LLC at (833) 690-0971 (toll-free) or (212) 882-5723 (collect).

This press release is for informational purposes only. The Tender Offer and Consent Solicitation are being made solely by the Notes Statement. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which, or to any persons to whom, such offering, solicitation or sale would be unlawful. Any offers of concurrently offered securities will be made only by means of a private offering memorandum. The Tender Offer and Consent Solicitation are not being made to Holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Tender Offer or Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and Consent Solicitation will be deemed to be made on behalf of Spectrum Brands by the Dealer Managers and Solicitation Agents, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

None of Spectrum Brands, the Information and Tender Agent, the Dealer Managers and Solicitation Agents or any of their respective affiliates makes any recommendation as to whether Holders should tender or refrain from tendering their Notes, and no person or entity has been authorized by any of them to make such a recommendation. Holders must make their own decision as to whether to tender Notes and, if so, the principal amount of the Notes to tender.

About Spectrum Brands Holdings, Inc.

Spectrum Brands Holdings is a home-essentials company with a mission to make living better at home. We focus on delivering innovative products and solutions to consumers for use in and around the home through our trusted brands. We are a leading supplier of specialty pet supplies, lawn and garden and home pest control products, personal insect repellents, shaving and grooming products, personal care products, and small household appliances. Helping to meet the needs of consumers worldwide, Spectrum Brands offers a broad portfolio of market-leading, well-known and widely trusted brands including Tetra®, DreamBone®, SmartBones®, Nature’s Miracle®, 8-in-1®, FURminator®, Healthy-Hide®, Good Boy®, Meowee!®, OmegaOne®, Spectracide®, Cutter®, Repel®, Hot Shot®, Rejuvenate®, Black Flag®, Liquid Fence®, Remington®, George Foreman®, Russell Hobbs®, BLACK + DECKER®, PowerXL®, Emeril Lagasse®, and Copper Chef®. For more information, please visit www.spectrumbrands.com. Spectrum Brands – A Home Essentials Company™.

Forward-looking Statements

We have made or implied certain forward-looking statements in this document and may make additional oral forward-looking statements from time to time. All statements, other than statements of historical facts included or incorporated by reference in this document, including, without limitation, statements or expectations regarding our business strategy, future operations, financial condition, estimated revenues, projected costs, inventory management, earnings power, projected synergies, prospects, plans and objectives of management, outcome of any litigation and information concerning expected actions of third parties are forward-looking statements. When used in this document, the words future, anticipate, pro forma, seek, intend, plan, envision, estimate, believe, belief, expect, project, forecast, outlook, earnings framework, goal, target, could, would, will, can, should, may and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. Since these forward-looking statements are based upon our current expectations of future events and projections and are subject to a number of risks and uncertainties, many of which are beyond our control and some of which may change rapidly, actual results or outcomes may differ materially from those expressed or implied herein, and you should not place undue reliance on these statements. Important factors that could cause our actual results to differ materially from those expressed or implied herein include, without limitation: (1) the economic, social and political conditions or civil unrest, terrorist attacks, acts of war, natural disasters, other public health concerns or unrest in the United States (“U.S.”) or the international markets impacting our business, customers, employees (including our ability to retain and attract key personnel), manufacturing facilities, suppliers, capital markets, financial condition and results of operations, all of which tend to aggravate the other risks and uncertainties we face; (2) the impact of a number of local, regional and global uncertainties could negatively impact our business; (3) the negative effect of the Russia-Ukraine war and the Israel-Hamas war and their impact on those regions and surrounding regions, including the Middle East, and on our operations and those operations of our customers, suppliers and other stakeholders; (4) our increased reliance on third-party partners, suppliers and distributors to achieve our business objectives; (5) the impact of expenses resulting from the implementation of new business strategies, divestitures or current and proposed restructuring and optimization activities, including changes in inventory and distribution center changes which are complicated and involve coordination among a number of stakeholders, including our suppliers and transportation and logistics handlers; (6) the impact of our indebtedness and financial leverage position on our business, financial condition and results of operations; (7) the impact of restrictions in our debt instruments on our ability to operate our business, finance our capital needs or pursue or expand business strategies; (8) any failure to comply with financial covenants and other provisions and restrictions of our debt instruments; (9) the effects of general economic conditions, including the impact of, and changes to tariffs and trade policies, inflation, recession or fears of a recession, depression or fears of a depression, labor costs and stock market volatility or monetary or fiscal policies in the countries where we do business; (10) the impact of fluctuations in transportation and shipment costs, fuel costs, commodity prices, costs or availability of raw materials or terms and conditions available from suppliers, including suppliers’ willingness to advance credit; (11) interest rate fluctuations; (12) changes in foreign currency exchange rates that may impact our purchasing power, pricing and margin realization within international jurisdictions; (13) the loss of, significant reduction in or dependence upon, sales to any significant retail customer(s), including their changes in retail inventory levels and management thereof; (14) competitive promotional activity or

spending by competitors, or price reductions by competitors; (15) the introduction of new product features or technological developments by competitors and/or the development of new competitors or competitive brands; (16) changes in consumer spending preferences and demand for our products, particularly in light of economic stress; (17) our ability to develop and successfully introduce new products, protect intellectual property and avoid infringing the intellectual property of third parties; (18) our ability to successfully identify, implement, achieve and sustain productivity improvements, cost efficiencies (including at our manufacturing and distribution operations) and cost savings; (19) the seasonal nature of sales of certain of our products; (20) the impact weather conditions may have on the sales of certain of our products; (21) the effects of climate change and unusual weather activity as well as our ability to respond to future natural disasters and pandemics and to meet our environmental, social and governance goals; (22) the cost and effect of unanticipated legal, tax or regulatory proceedings or new laws or regulations (including environmental, public health and consumer protection regulations); (23) public perception regarding the safety of products that we manufacture and sell, including the potential for environmental liabilities, product liability claims, litigation and other claims related to products manufactured by us and third parties; (24) the impact of existing, pending or threatened litigation, government regulation or other requirements or operating standards applicable to our business; (25) the impact of cybersecurity breaches or our actual or perceived failure to protect company and personal data, including our failure to comply with new and increasingly complex global data privacy regulations; (26) changes in accounting policies applicable to our business; (27) our discretion to adopt, conduct, suspend or discontinue any share repurchase program or conduct any debt repayments, redemptions, repurchases or refinancing transactions (including our discretion to conduct purchases or repurchases, if any, in a variety of manners including open-market purchases, privately negotiated transactions, tender offers, redemptions, or otherwise); (28) our ability to utilize net operating loss carry-forwards to offset tax liabilities; (29) our ability to separate the Company's Home and Personal Care ("HPC") business and create an independent Global Appliances business on expected terms, and within the anticipated time period, or at all, and to realize the potential benefits of such business; (30) our ability to create a pure play consumer products company composed of our Global Pet Care ("GPC") and Home & Garden ("H&G") business and to realize the expected benefits of such creation, and within the anticipated time period, or at all; (31) our ability to successfully implement, and realize the benefits of, acquisitions or dispositions and the impact of any such transactions on our financial performance; (32) the impact of actions taken by significant shareholders; (33) the unanticipated loss of key members of senior management and the transition of new members of our management teams to their new roles; and (34) the other risk factors set forth in the securities filings of Spectrum Brands Holdings, Inc. and SB/RH Holdings, LLC, including the 2023 Annual Report and subsequent Quarterly Reports on Form 10-Q. Some of the above-mentioned factors are described in further detail in the sections entitled Risk Factors in our annual and quarterly reports, as applicable. You should assume the information appearing in this document is accurate only as of the date hereof, or as otherwise specified, as our business, financial condition, results of operations and prospects may have changed since such date. Except as required by applicable law, including the securities laws of the U.S. and the rules and regulations of the United States Securities and Exchange Commission, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, to reflect actual results or changes in factors or assumptions affecting such forward-looking statements.

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