

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 19, 2023

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 2.01 Completion of Acquisition or Disposition of Assets

As previously reported in a Current Report filed on Form 8-K with the Securities and Exchange Commission (the "SEC") on September 8, 2021, Spectrum Brands Holdings, Inc., a Delaware corporation (the "Company"), entered into a definitive Asset and Stock Purchase Agreement (as amended, the "Purchase Agreement") with ASSA ABLOY AB, pursuant to which, and subject to the terms and conditions set forth in the Purchase Agreement, ASSA ABLOY AB will acquire from the Company its Hardware and Home Improvement ("HHI") business for an aggregate purchase price of \$4.3 billion in cash, subject to customary purchase price adjustments (the "Transaction").

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement filed on the Current Report on Form 8-k filed by the Company with the SEC on September 8, 2021, which agreement is incorporated herein by reference in its entirety.

On June 19, 2023, the Company and ASSA ABLOY AB entered into an amendment to the Purchase Agreement (the "Amendment"), pursuant to which, among other things, Spectrum and ASSA ABLOY AB (i) modified the effectiveness of the closing to be effective as of 12:01 a.m. local time on the closing date in each jurisdiction in which the purchased shares, purchased assets and assumed liabilities are being transferred, (ii) modified the 401(k) plan process to allow for an employee election with respect to distributions, (iii) removed Buyer's obligation to establish or provide a flexible spending plan in the U.S. and (iv) made other clarifications and addressed certain scrivener's errors.

The foregoing description of the Amendment is not complete and is subject to, and qualified in its entirety by reference to, the Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1 and the terms of which are incorporated herein by reference.

On June 20, 2023, the parties consummated the Transaction.

Pursuant to Article 11 of Regulation S-X, the Company files this report to disclose certain unaudited condensed pro forma financial information regarding the divestiture of the HHI business. For further information, see Item 9.01 below.

The Purchase Agreement and the Amendment have been incorporated by reference to provide investors with information regarding its terms. They are not intended to provide any other factual information about the Company, ASSA ABLOY AB or the HHI business. In particular, the assertions embodied in the representations and warranties in the Purchase Agreement were made as of a specified date, are modified or qualified by information in a confidential disclosure letter prepared in connection with the execution and delivery of the Purchase Agreement, may be subject to a contractual standard of materiality different from what might be viewed as material to shareholders, or may have been used for the purpose of allocating risk between the parties. Accordingly, the representations and warranties in the Purchase Agreement are not necessarily characterizations of the actual state of facts about the Company, ASSA ABLOY AB or the HHI business at the time they were made or otherwise and should only be read in conjunction with the other information that the Company makes publicly available in reports, statements and other documents filed with the SEC.

Item 7.01 Regulation FD Disclosure

On June 20, 2023, the Company issued a press release announcing the closing of the Transaction. A copy of this press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

The information furnished pursuant to this Item 7.01, including the attached press release, shall not be deemed "filed" for purposes of Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of such section, nor shall such information or exhibits be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing by the Company with the Securities and Exchange Commission.

Item 9.01 Financial Statements and Exhibits.

- (a) Not applicable.
- (b) Pro Forma Financial Information - Pursuant to Article 11 of Regulation S-X, filed as Exhibit 99.1 to this report and incorporated herein, are (i) Unaudited Pro Forma Condensed Consolidated Statement of Financial Position of Spectrum Brands Holdings, Inc. as of April 3, 2023 as if the HHI business divestiture had occurred as April 3, 2023, (ii) Unaudited Pro Forma Condensed Consolidated Statement of Operations for the six month period ended April 3, 2023 as if the HHI business divestiture had occurred as of October 1, 2022, (iii) Unaudited Pro Forma Condensed Consolidated Statement of Operations of Spectrum Brands Holdings, Inc. for the year ended September 30, 2022, as if the HHI business divestiture had occurred on October 1, 2021, (iv) Unaudited Pro Forma Condensed Consolidated Statement of Financial Position of SB/RH Holdings, LLC as of April 3, 2023 as if the HHI business divestiture had occurred as of April 3, 2023, (v) Unaudited Pro Forma Condensed Consolidated Statement of Operations for the six month period ended April 3, 2023 as if the HHI business divestiture had occurred as of October 1, 2022, (vi) Unaudited Pro Forma Condensed Consolidated Statements of Operations for the six month period ended April 3, 2023 as if the divestiture had occurred as of October 1, 2021, and (vii) the related notes thereto.
- (c) Not applicable.
- (d) Exhibits.

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

Exhibit No.	Description
2.1	<u>Amendment No. 2 to Asset and Stock Purchase Agreement, dated as of June 19, 2023, between Spectrum Brands, Inc. and ASSA ABLOY AB</u>
99.1	<u>Press Release, dated June 20, 2023</u>
99.2	<u>The (i) Unaudited Pro Forma Condensed Consolidated Statement of Financial Position of Spectrum Brands Holdings, Inc. as of April 3, 2023 as if the HHI business divestiture had occurred as of April 3, 2023, (ii) Unaudited Pro Forma Condensed Consolidated Statement of Operations for the six month period ended April 3, 2023 as if the HHI business divestiture had occurred as of October 1, 2022, (iii) Unaudited Pro Forma Condensed Consolidated Statement of Operations of Spectrum Brands Holdings, Inc. for the year ended September 30, 2022, as if the HHI business divestiture had occurred on October 1, 2021, (iv) Unaudited Pro Forma Condensed Consolidated Statement of Financial Position of SB/RH Holdings, LLC as of April 3, 2023, as if the HHI business divestiture had occurred as of April 3, 2023, (v) Unaudited Pro Forma Condensed Consolidated Statement of Operations for the six month period ended April 3, 2023, as if the HHI business divestiture had occurred as of October 1, 2022, (vi) Unaudited Pro Forma Condensed Consolidated Statements of Operations for the six month period ended April 3, 2023 as if the divestiture had occurred as of October 1, 2021, and (vii) the related notes thereto.</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 20, 2023

SPECTRUM BRANDS HOLDINGS, INC.

By: /s/ Ehsan Zargar

Name: Ehsan Zargar

Title: Executive Vice President, General Counsel and Corporate Secretary

**AMENDMENT NO. 2
TO
ASSET AND STOCK PURCHASE AGREEMENT**

This AMENDMENT NO. 2 (this “**Amendment**”) dated as of June 19, 2023, to the Asset and Stock Purchase Agreement, dated as of September 8, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), by and between Spectrum Brands, Inc., a Delaware corporation (“**Seller**”), and ASSA ABLOY AB, an *aktiebolag* duly incorporated under the laws of Sweden with corporate identity number 556059-3575 (“**Buyer**”), is made by and between Seller and Buyer (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties are party to the Agreement;

WHEREAS, Seller has determined it is unable to transfer account balances under applicable flexible spending plan of Seller of the Continuing Employees in the United States; and

WHEREAS, pursuant to Section 13.03(a) of the Agreement, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein (the receipt and sufficiency of which is hereby acknowledged and agreed), the Parties agree as follows:

**ARTICLE 1
Definitions**

Section 1.01. *Definitions*. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

**ARTICLE 2
Amendments to Agreement**

Section 2.01. Section 1.01 of the Agreement is hereby amended by amending and restating the following defined terms:

“**Fundamental Representations**” means the representations and warranties contained in Sections 3.01 (solely the first sentence thereof), 3.02, 3.05, 3.06(a) and (b), 3.15(a) and (b), 3.19, 4.01, 4.02 and Section 4.09.”

“**Retained Tax Liabilities**” means (i) Taxes imposed upon Seller or any of the Retained Subsidiaries (including Mexican taxes imposed upon Seller or any Retained Subsidiary upon the sale by Seller or such Retained Subsidiary of the stock of the Acquired Entities organized in Mexico or otherwise treated as residents of Mexico for tax purposes, even if such Taxes are actually assessed against such Acquired Entities), (ii) Taxes for which an Acquired Entity (or any successor) is liable by virtue of (a) being a member of a tax group prior to Closing, including any such liability under U.S. Treasury Regulation Section 1.1502-6 or (b) a contract, including any Taxes related to any indemnification, Tax Sharing Agreement or similar agreement, but excluding any commercial contract or agreement the primary purpose of which does not relate to Tax

matters, (iii) Taxes imposed on any Acquired Entity as a result of the Pre-Closing Reorganization, (iv) U.S. federal income tax, if any, of an Acquired Entity imposed on income or gain recognized by such Acquired Entity for U.S. federal income tax purposes in the transactions deemed to occur by reason of the Section 338(g) election made with respect to such Acquired Entity pursuant to this Agreement, and (v) Income Taxes imposed on the income of any Acquired Entity (or any successor) for a taxable period ending on or before the Closing Date or relating to the pre-Closing portion of any Straddle Tax Period (up to and including the Closing Date), provided that (A) Retained Tax Liabilities shall exclude any Taxes that would not arise but for any action, event, or transaction on the Closing Date but after the Closing that was taken by or at the direction of Buyer or any of its Affiliates (including, after the Closing, any Acquired Entity) outside the Ordinary Course and (B) any Transfer Taxes incurred in connection with the transactions contemplated by this Agreement and any Apportioned Obligations shall, in each case, be paid in the manner set forth in Article 8.”

Section 2.02. The introductory paragraph of Section 2.09 of the Agreement is hereby amended by amending and restating such paragraph as follows:

“*Closing*. Subject to the terms and conditions of this Agreement, the closing (the “**Closing**”) of the purchase and sale of the Purchased Shares and the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, 10017 (or remotely by exchange of documents and signatures (or their electronic counterparts)), as promptly as practicable and in any event within three (3) Business Days after the date on which all of the conditions set forth in Article 10 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or such other date and time as Buyer and Seller may agree in writing. The Closing will be deemed to be effective as of 12:01 a.m. local time on the Closing Date in each jurisdiction in which the Purchased Shares, Purchased Assets and Assumed Liabilities are transferred under this Agreement. At the Closing, the following transactions will occur:”

Section 2.03. Section 2.11 of the Agreement is hereby amended by amending and restating the first sentence as follows:

“If the Purchase Price as finally determined pursuant to Section 2.10 exceeds the Estimated Purchase Price, Buyer shall pay to Seller, within two (2) Business Days of such determination, the amount of such excess by wire transfer of immediately available funds to an account designated by Seller.”

Section 2.04. Section 2.15(e) of the Agreement is hereby amended by deleting all references to “Purchaser” and replacing such references with the defined term “Buyer”.

Section 2.05. Section 3.16(d) of the Agreement is hereby amended by amending and restating the second sentence as follows:

“Buyer and its Affiliates (including without limitation, on and after the Closing, the Acquired Entities) shall have no liability for, under, with respect to or otherwise in connection with any Business Benefit Plan, which liability arises under ERISA or the Code, by virtue of an Acquired Entity being aggregated, with any other person that is an ERISA Affiliate (other than with an Acquired Entity), in a controlled group or

affiliated service group for purposes of ERISA or the Code at any relevant time prior to the Closing.”

Section 2.06. Section 3.17(p) of the Agreement is hereby amended by amending and restating the provision as follows:

“(i) The accruals and reserves for unpaid Taxes of the Acquired Entities and Seller with respect to the Business (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) specifically set forth and included in the Business Financial Information are adequate in accordance with GAAP to fully cover all Taxes accrued or accruable through the date hereof and such reserves for Taxes, as adjusted for operations and transactions and the passage of time through the Closing Date, are adequate to cover all unpaid Taxes of the Acquired Entities and Seller with respect to the Business accruing through the Closing Date, and (ii) none of the Acquired Entities nor Seller has any liability for Taxes incurred after the date of the Business Financial Information other than Taxes incurred by it in the ordinary course of business consistent with past custom and practice.”

Section 2.07. Section 8.06(b) of the Agreement is hereby amended by adding a period after the initial reference to Section 8.06(a) as follows:

“The paying party shall be entitled to reimbursement from the non-paying party in accordance with Section 8.06(a).”

Section 2.08. Section 9.03 of the Agreement is hereby amended by amending and restating the provision as follows:

“Following the Closing Date, Buyer or one of its Affiliates shall cause its tax-qualified defined contribution plan (the “**Buyer Defined Contribution Plan**”) to accept individual rollover distributions (as defined in Section 402(c)(4) of the Code) by each Continuing Employee who participates in The Spectrum Brands 401(k) Retirement Savings Plan (the “**Seller Defined Contribution Plan**”) and who elects to receive a distribution from the Seller Defined Contribution Plan, with respect to account balances distributed to the Continuing Employee after the Closing Date, excluding any outstanding participant loans. As soon as practicable after the Closing, each Continuing Employee shall be eligible to participate in the Buyer Defined Contribution Plan in accordance with the terms thereof, and Buyer shall complete any documents or actions necessary or appropriate to effectuate such participation as promptly as practicable following the Closing Date. During the Continuation Period, Buyer shall or shall cause its Affiliates to provide each Continuing Employee who participated in the Seller Defined Contribution Plan with the maximum potential employer matching contribution provided to similarly situated employees of Buyer who are not Continuing Employees.”

Section 2.09. Section 9.05 of the Agreement is hereby amended by amending and restating the provision as follows:

“[Reserved].”

Section 2.10. Section 9.12 of the Agreement is hereby amended to add new subsection (e), which shall provide as follows:

“(e) Buyer shall indemnify, to the fullest extent permitted by Applicable Law, Seller, its Affiliates and each of their respective Representatives, and defend, reimburse and hold them harmless, from and against any and all Liabilities directly suffered or incurred as a result of Buyer not obtaining new Form W-4s immediately upon Closing and directing Seller to continue using Continuing Employees’ pre-Closing W-4 elections with respect to the payroll services provided by Seller for the Continuing Employees from and following Closing pursuant to the Transition Services Agreement.”

Section 2.11. Section 10.02(b) of the Agreement is hereby amended by amending and restating the provision as follows:

“(i) the Fundamental Representations made by Seller (other than the representations and warranties contained in Section 3.06(a), Section 3.06(b), and Sections 3.15(a) and (b)) made by Seller shall be true and correct in all material respects as of the Closing Date as though made on and as of such date, except with respect to those Fundamental Representations made by Seller that by their terms address matters as of an earlier date, which shall be so true and correct only as of such earlier date, (ii) the representations and warranties contained in Section 3.06(a), Section 3.06(b), and Sections 3.15(a) and (b), disregarding all qualifications contained therein relating to materiality or Material Adverse Effect, shall be true and correct as of the Closing Date as though made on and as of such date, except as would not be material to the Business, taken as a whole, and (iii) all other representations and warranties of Seller contained in this Agreement, disregarding all qualifications contained therein relating to materiality or Material Adverse Effect, shall be true and correct as of the Closing Date, as though made on and as of such date, except with respect to those representations and warranties that by their terms address matters as of an earlier date, which representations and warranties shall be so true and correct only as of such earlier date, except, in the case of this clause (iii), for any inaccuracy or omission that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;”

Section 2.12. Section 1.02(a)(i) of Schedule III of the Agreement is hereby amended by amending and restating the provision as follows:

“(i) vest upon or before the third business day following the Closing and be settled by Seller in Seller Shares within ninety (90) days following the Closing Date (but no later than March 15 of the following year) as to (A) one-third (1/3) of the Seller Shares underlying such Seller RSU Award for each completed year following the date of grant (each a “**Vesting Year**”) and (B) a pro rata portion of one-third (1/3) of the Seller Shares underlying such Seller RSU Award with respect to any partially completed Vesting Year based on the number of days in such Vesting Year through the Closing Date; and”

Section 2.13. Section 1.02(b)(i) of Schedule III of the Agreement is hereby amended by amending and restating the provision as follows:

“(i) as to one-third (1/3) of the Seller Shares underlying such Seller PRSU Award for each completed year following the date of grant (each a “**Performance Year**”), such Seller PRSU Award shall vest upon or before the third business day following the Closing based upon actual performance for such Performance Year and be settled by Seller in Seller Shares when otherwise due to be settled under the terms of such Seller

PRSU Award, but in no event later than December 15 of the year in which the Closing Date occurs;”

Section 2.14. Section 1.02(b)(ii) of Schedule III of the Agreement is hereby amended by amending and restating the provision as follows:

“(ii) as to one-third (1/3) of the Seller Shares underlying such Seller PRSU Award with respect to any partially completed Performance Year, the Seller shall determine, after consultation with Buyer, such Business Employee’s vested percentage of such portion of the Seller PRSU Award based on the greater of target and performance through the Closing Date (“**Closing Year PRSU Amount**”) and a prorated portion of the Closing Year PRSU Amount based on the number of days in such Performance Year through the Closing Date shall vest upon or before the third business day following the Closing and be settled by Seller in Seller Shares within ninety (90) days following the Closing Date (but no later than March 15 of the following year); and”

Section 2.15. Notwithstanding anything to the contrary in the Agreement, (i) the Intercompany Agreement (as defined in the Note Assignment and Assumption Agreement) shall not be terminated at the Closing and, (ii) in lieu thereof, the Intercompany Agreement shall be (A) deemed to be “Purchased Assets” under the Agreement and (B) assigned at the Closing to a Subsidiary of Buyer pursuant to that certain Notes Assignment and Assumption Agreement, dated as of the Closing Date (the “**Note Assignment and Assumption Agreement**”), by and between ROV Holding, Inc., a Delaware corporation, and ASSA ABLOY Financial Services AB, a company incorporated under the laws of Sweden.

ARTICLE 3 Amendments to Disclosure Schedule

Section 3.01. Attachment 3.13(a)(ii) of the Disclosure Schedule is hereby amended by deleting item 2 in its entirety.

ARTICLE 4 Miscellaneous

Section 4.01. Seller acknowledges and agrees that Buyer’s obligations set forth in Section 6.03(b) have been satisfied.

Section 4.02. *No Other Amendment.* Except as specifically amended hereby, the Agreement shall continue in full force and effect as written.

Section 4.03. *Incorporation by Reference.* The provisions of Sections 13.02 (*Notices*), 13.03 (*Amendments and Waivers*), 13.05 (*Successors and Assigns*), 13.06 (*Governing Law*), 13.07 (*Jurisdiction*), 13.08 (*Counterparts; Effectiveness; No Third-Party Beneficiaries*), 13.09 (*Specific Performance*), 13.10 (*Entire Agreement*), 13.12 (*Severability*), and 13.16 (*Waiver of Jury Trial*) of the Agreement are hereby incorporated into this Amendment as if fully set forth herein, *mutatis mutandis*.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

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

SPECTRUM BRANDS, INC.

By /s/ Ehsan Zargar
Name: Ehsan Zargar
Title: Executive Vice President, General
Counsel and Corporate Secretary

[Signature page to Amendment No. 2 to Asset and Stock Purchase Agreement]

ASSA ABLOY AB

By /s/ Lucas Boselli
Name: Lucas Boselli
Title: Authorized Signatory

By /s/ David M. Ambrosini
Name: David M. Ambrosini
Title: Authorized Signatory

[Signature page to Amendment No. 2 to Asset and Stock Purchase Agreement]

For Immediate Release**Investor/Media Contact: Faisal Qadir
608-278-6207****Spectrum Brands Completes Sale of
Hardware and Home Improvement Business for \$4.3 Billion**

MIDDLETON, Wis. – June 20, 2023 – Spectrum Brands Holdings, Inc. (NYSE: SPB; “Spectrum Brands” or the “Company”), a leading global branded consumer products and home essentials company focused on driving innovation and providing exceptional customer service, today announced the closing of the previously announced sale of the Company’s Hardware and Home Improvement business (“HHI”) to ASSA ABLOY for \$4.3 billion in cash, prior to customary purchase price adjustments.

David Maura, Spectrum Brands’ Chief Executive Officer, said, “We are very pleased to complete this transaction, which is the culmination of a tremendous amount of hard work. I am thankful for our management team’s efforts and the steadfast support and encouragement of our Board of Directors and stockholders. We could not have asked for a better partner in ASSA ABLOY and could not be happier to have them as the new stewards of our business and employer of our former colleagues.

Today’s closing delivers significant liquidity and strength to our balance sheet providing us with solid financial footing to execute on our objectives both strategically and operationally in this increasingly uncertain and challenging economic environment. After taxes, fees, and customary price adjustments, we expect to receive approximately \$3.6 billion of net proceeds from this sale.

We intend to use the proceeds from the sale to materially reduce our indebtedness, strengthen our operating performance and fund opportunistic M&A activities. We will also be in a position to return a substantial amount of capital to our stockholders.

We remain committed to our strategic goal of becoming a faster growing, higher margin, pure play Global Pet Care and Home & Garden company by ultimately separating our Home & Personal Care business from our remaining businesses in the medium term. These initiatives are a testament to our commitment to delivering value to our stockholders and underscores our view that our Company has significant upside potential.”

The Company intends to reduce its indebtedness by approximately \$1.6 billion by repaying in full the outstanding loans under its term loan facility and revolving credit facility, which had outstanding loans in a principal amount of \$392 million and \$715 million, respectively, as of the time of close, and by redeeming in full our 5.75% Notes due July 15, 2025, of which approximately \$450 million in aggregate principal amount is outstanding. Following these repayments, the Company intends to permanently terminate the \$500 million of revolving loan commitments under its \$1.1 billion revolving credit facility, with the remaining \$600 million of revolving loan commitments being available under its credit agreement for subsequent borrowings.

The Company's Board of Directors has approved a new stock repurchase program authorizing the purchase of up to \$1 billion of common stock, replacing the prior stock repurchase program. Pursuant to this program, the Company intends to enter into an accelerated share repurchase agreement to purchase an aggregate of \$500 million of the Company's common stock. After paying down debt and funding this ASR, the Company expects to be at a net cash position at the end of fiscal 23.

Finally, the Company also intends to use a portion of the transaction proceeds to invest in its long-term operating performance and free cash flow generating capacity. The Company will continue to seek opportunities to invest in its employees and talent base, marketing, advertising and innovation of new products and IT infrastructure. Additionally, the Company will continue to monitor the market for opportunistic, attractive and synergistic M&A opportunities particularly within its Global Pet Care business. Until deployed, the Company will invest the remaining proceeds in highly rated, liquid depository accounts, time deposits, and money market funds, taking advantage of the investment returns available from the attractive current market rates.

As previously announced, on September 8, 2021, Spectrum Brands announced an agreement to sell HHI to ASSA ABLOY, subject to receipt of regulatory approvals and satisfaction of customary closing conditions. On September 15, 2022, the U.S. Department of Justice (the "DOJ") filed a lawsuit to block the closing of the sale and on December 2, 2022, in order to address the DOJ's concerns, ASSA ABLOY entered into an agreement to sell its Emtek and the Smart Residential Business in the U.S. and Canada to Fortune Brands. Thereafter, on May 5, 2023, the parties entered into a stipulation with the DOJ to settle the lawsuit and receive the DOJ's approval for the completion of the sale. Finally, on June 5, 2023, the parties received the final remaining regulatory approval from the Mexican competition authority to complete the transaction.

About Spectrum Brands

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™.

Cautionary & Forward-looking Statements

Repurchases of the Company's common stock may be made in the open market or through privately negotiated transactions (including under the ASR agreement), or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act of 1934, subject to market and business conditions, legal requirements, and other factors. This share repurchase authorization does not obligate the Company to acquire any particular amount of common stock, and share repurchases may be commenced or suspended at any time at the Company's discretion.

This press release does not constitute a notice of redemption for the 5.75% Notes due July 15, 2025.

Certain matters discussed in this press release may be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We have tried, whenever possible, to identify these statements by using words like "future," "anticipate," "intend," "plan," "estimate," "believe," "expect," "project," "forecast," "could," "would," "should," "will," "may," and similar expressions of future intent or the negative of such terms. These 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 and uncertainties that could cause our actual results to differ materially from those expressed or implied herein include, without limitation: (1) our ability to successfully deploy the proceeds of the HHI sale as planned or at all, including our ability to pay down the indebtedness, to repurchase our shares pursuant to our stock repurchase program, and/or enter into the ASR; (2) our ability to separate the HPC business and transform the Company to a pure play Global Pet Care and Home & Garden company on the timeline indicated or at all; (3) our ability to invest and receive the benefits from the investment in the operations of the Company; and (4) the other risk factors set forth in the securities filings of Spectrum Brands Holdings, Inc. and SB/RH

Holdings, LLC, including our fiscal 2022 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 press release 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 United States 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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SPECTRUM BRANDS HOLDINGS, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

On September 8, 2021, Spectrum Brands, Inc., a wholly owned subsidiary of Spectrum Brands Holdings, Inc. (“Spectrum”) entered into a definitive Asset and Stock Purchase Agreement (as amended, “Agreement”) with ASSA ABLOY AB (“ASSA”) where ASSA would acquire from Spectrum its Hardware and Home Improvement (“HHI”) business for an aggregate purchase price of \$4.3 billion in cash, subject to customary purchase price adjustments. The Agreement provides that ASSA will purchase the equity of certain subsidiaries of Spectrum, and acquire certain assets and assume certain liabilities of other subsidiaries used or held for the purpose of the HHI business. Effective June 20, 2023, Spectrum closed on the sale of its HHI business to ASSA in accordance with the Agreement.

The unaudited pro forma condensed consolidated financial statements as of and for the six month period ended April 2, 2023 and for the year ended September 30, 2022, the date of the latest publicly available financial information for Spectrum Brands Holdings, Inc and SB/RH Holdings, LLC (collectively, the “Company”), gives effect to the divestiture of its HHI business pursuant to Article 11 of Regulation S-X or Rule 8-05 of Regulation S-X. The Company had previously recognized the HHI business as discontinued operations within the consolidated financial statements and therefore all historical financial statements of the Company were previously reported to exclude the results of operations from its HHI business from continuing operations within its statement of operations. Additionally, the net assets of the HHI business were previously recognized as assets held for sale within its statement of financial position.

The following unaudited pro forma condensed consolidated statement of financial position as of April 3, 2023 are presented as if it had occurred on April 3, 2023. The following unaudited pro forma condensed consolidated statement of operations for the six month period ended April 3, 2023 are presented on a basis to reflect the HHI divestiture as if it had occurred on October 1, 2022. The following unaudited pro forma condensed consolidated statement of operations for the year ended September 30, 2022 is presented on a basis to reflect the HHI divestiture as if it had occurred on October 1, 2021.

The unaudited pro forma condensed consolidated financial statements should be read in conjunction with the notes to unaudited pro forma condensed consolidated financial statements. The unaudited pro forma condensed consolidated financial statements and the notes to unaudited pro forma condensed consolidated financial statements are based on, and should be read in conjunction with, the Company’s historical audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the fiscal year ended September 30, 2022 and the historical unaudited condensed consolidated financial statements and notes thereto included in the Company’s Quarterly Report on Form 10-Q for the interim period ended April 3, 2023.

Spectrum’s historical consolidated financial information has been adjusted in the unaudited pro forma condensed financial statements to give effect to pro forma events that are (i) directly attributable to the HHI divestiture, (ii) factually supportable, and (iii) with respect to the unaudited pro forma statement of operations, expected to have a continuing impact on results. The resulting unaudited pro forma condensed consolidated financial statements do not include any adjustments related to cost savings, operating synergies, tax benefits or revenue enhancements (or the necessary costs to achieve such benefits) that are expected to result from the HHI divestiture.

The pro forma adjustments are based upon available information and assumptions that management believes reasonably reflect the HHI divestiture. The unaudited pro forma condensed consolidated financial statements are provided for illustrative purposes only and do not purport to represent what actual results of operations or the consolidated financial position would have been had the HHI divestiture occurred on the date assumed, nor are they necessarily indicative of our future consolidated results of operations or financial position.

SPECTRUM BRANDS HOLDINGS, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As of April 3, 2023

(in millions)	Beginning Balance	Pro forma adjustments	Notes	Total
Assets				
Cash and cash equivalents	\$ 327.8	\$ 4,295.0	(A)	\$ 4,622.8
Trade receivables, net	305.5	—		305.5
Other receivables	101.3	—		101.3
Inventories	585.6	—		585.6
Prepaid expenses and other current assets	51.5	—		51.5
Current assets of business held for sale	1,799.6	(1,799.6)	(B)	—
Total current assets	3,171.3	2,495.4		5,666.7
Property, plant and equipment, net	268.7	—		268.7
Operating lease assets	129.7	—		129.7
Deferred charges and other	106.1	—		106.1
Goodwill	968.5	—		968.5
Intangible assets, net	1,140.7	—		1,140.7
Total assets	\$ 5,785.0	\$ 2,495.4		\$ 8,280.4
Liabilities and Shareholders' Equity				
Current portion of long-term debt	\$ 13.1	\$ 388.0	(C)	\$ 401.1
Accounts payable	495.9	—		495.9
Accrued wages and salaries	28.1	—		28.1
Accrued interest	37.0	—		37.0
Other current liabilities	200.7	675.0	(D)	875.7
Current liabilities of business held for sale	401.8	(401.8)	(B)	—
Total current liabilities	1,176.6	661.2		1,837.8
Long-term debt, net of current portion	3,175.6	(388.0)	(C)	2,787.6
Long-term operating lease liabilities	104.9	—		104.9
Deferred income taxes	75.0	—		75.0
Other long-term liabilities	63.8	—		63.8
Total liabilities	4,595.9	273.2		4,869.1
Commitments and contingencies				
Shareholders' equity				
Common Stock	0.5	—		0.5
Additional paid-in capital	2,016.2	—		2,016.2
Accumulated earnings	252.6	2,200.7	(B)	2,453.3
Accumulated other comprehensive loss, net of tax	(272.9)	27.4	(B)	(245.5)
Treasury stock	(814.2)	—		(814.2)
Total shareholders' equity	1,182.2	2,228.1		3,410.3
Noncontrolling interest	6.9	(5.9)	(B)	1.0
Total equity	1,189.1	2,222.2		3,411.3
Total liabilities and equity	\$ 5,785.0	\$ 2,495.4		\$ 8,280.4

SPECTRUM BRANDS HOLDINGS, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For The Six Month Period Ended April 3, 2023

(in millions, except per share)	Beginning Balance	Proforma Adjustments	Notes	Total
Revenue	\$ 1,442.5	\$ —		\$ 1,442.5
Cost of goods sold	1,026.1	—		1,026.1
Operating expenses	513.6	—		513.6
Operating income	(97.2)	—		(97.2)
Interest expense	65.0	21.2	(E)	86.2
Other income, net	(0.3)	—		(0.3)
Loss from continuing operations before income taxes	(161.9)	(21.2)		(183.1)
Income tax benefit	(46.9)	(5.3)	(F)	(52.2)
Net loss from continuing operations	(115.0)	(15.9)		(130.9)
Net income from continuing operations attributable to noncontrolling interest	0.3	—		0.3
Net loss from continuing operations attributable to controlling interest	\$ (115.3)	\$ (15.9)		\$ (131.2)
Earnings Per Share				
Basic earnings per share from continuing operations	\$ (2.82)	\$ (0.39)	(G)	\$ (3.21)
Diluted earnings per share from continuing operations	(2.82)	(0.39)	(G)	(3.21)
Weighted Average Shares Outstanding				
Basic	40.9	—		40.9
Diluted	40.9	—		40.9

SPECTRUM BRANDS HOLDINGS, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended September 30, 2022

(in millions, except per share)	Beginning Balance	Proforma Adjustments	Notes	Total
Net sales	\$ 3,132.5	\$ —		\$ 3,132.5
Cost of goods sold	2,142.1	—		2,142.1
Operating expenses	967.2	—		967.2
Operating income	23.2	—		23.2
Interest expense	99.4	34.2	(E)	133.6
Other expense, net	14.1	—		14.1
Loss from continuing operations before income taxes	(90.3)	(34.2)		(124.5)
Income tax benefit	(13.3)	(8.5)	(F)	(21.8)
Net loss from continuing operations	(77.0)	(25.7)		(102.7)
Net income from continuing operations attributable to noncontrolling interest	0.2	—		0.2
Net loss from continuing operations attributable to controlling interest	\$ (77.2)	\$ (25.7)		\$ (102.9)
Earnings Per Share				
Basic earnings per share from continuing operations	\$ (1.89)	\$ (0.63)	(G)	\$ (2.52)
Diluted earnings per share from continuing operations	(1.89)	(0.63)	(G)	(2.52)
Weighted Average Shares Outstanding				
Basic	40.9	—		40.9
Diluted	40.9	—		40.9

SB/RH HOLDINGS, LLC
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As of April 3, 2023

(in millions)	Beginning Balance	Pro forma adjustments	Notes	Total
Assets				
Cash and cash equivalents	\$ 326.6	\$ 4,295.0	(A)	\$ 4,621.6
Trade receivables, net	305.5	—		305.5
Other receivables	191.2	—		191.2
Inventories	585.6	—		585.6
Prepaid expenses and other current assets	51.5	—		51.5
Current assets of business held for sale	1,799.6	(1,799.6)	(B)	—
Total current assets	3,260.0	2,495.4		5,755.4
Property, plant and equipment, net	268.7	—		268.7
Operating lease assets	129.7	—		129.7
Deferred charges and other	47.3	—		47.3
Goodwill	968.5	—		968.5
Intangible assets, net	1,140.7	—		1,140.7
Total assets	\$ 5,814.9	\$ 2,495.4		\$ 8,310.3
Liabilities and Shareholder's Equity				
Current portion of long-term debt	\$ 21.1	\$ 388.0	(C)	\$ 409.1
Accounts payable	496.5	—		496.5
Accrued wages and salaries	28.1	—		28.1
Accrued interest	37.0	—		37.0
Other current liabilities	198.1	942.0	(D)	1,140.1
Current liabilities of business held for sale	401.8	(401.8)	(B)	—
Total current liabilities	1,182.6	928.2		2,110.8
Long-term debt, net of current portion	3,175.6	(388.0)	(C)	2,787.6
Long-term operating lease liabilities	104.9	—		104.9
Deferred income taxes	234.4	—		234.4
Other long-term liabilities	63.7	—		63.7
Total liabilities	4,761.2	540.2		5,301.4
Commitments and contingencies				
Shareholder's equity				
Other capital	2,162.4	—		2,162.4
Accumulated deficit	(844.4)	1,933.7	(B)	1,089.3
Accumulated other comprehensive loss, net of tax	(272.8)	27.4	(B)	(245.4)
Total shareholder's equity	1,045.2	1,961.1		3,006.3
Noncontrolling interest	8.5	(5.9)	(B)	2.6
Total equity	1,053.7	1,955.2		3,008.9
Total liabilities and equity	\$ 5,814.9	\$ 2,495.4		\$ 8,310.3

SB/RH HOLDINGS, LLC
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For The Six Month Period Ended April 3, 2023

(in millions, except per share)	Beginning Balance	Proforma Adjustments	Notes	Total
Revenue	\$ 1,442.5	\$ —		\$ 1,442.5
Cost of goods sold	1,026.1	—		1,026.1
Operating expenses	512.9	—		512.9
Operating income	(96.5)	—		(96.5)
Interest expense	65.1	21.2	(E)	86.3
Other income, net	(0.3)	—		(0.3)
Loss from continuing operations before income taxes	(161.3)	(21.2)		(182.5)
Income tax benefit	(46.3)	(5.3)	(F)	(51.6)
Net loss from continuing operations	(115.0)	(15.9)		(130.9)
Net income from continuing operations attributable to noncontrolling interest	0.3	—		0.3
Net loss from continuing operations attributable to controlling interest	\$ (115.3)	\$ (15.9)		\$ (131.2)

SB/RH HOLDINGS, LLC
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended September 30, 2022

(in millions, except per share)	Beginning Balance	Proforma Adjustments	Notes	Total
Net sales	\$ 3,132.5	\$ —		\$ 3,132.5
Cost of goods sold	2,142.1	—		2,142.1
Operating expenses	964.5	—		964.5
Operating income	25.9	—		25.9
Interest expense	99.8	34.2	(E)	134.0
Other expense, net	14.0	—		14.0
Loss from continuing operations before income taxes	(87.9)	(34.2)		(122.1)
Income tax benefit	(12.9)	(8.5)	(F)	(21.4)
Net loss from continuing operations	(75.0)	(25.7)		(100.7)
Net income from continuing operations attributable to noncontrolling interest	0.2	—		0.2
Net loss from continuing operations attributable to controlling interest	\$ (75.2)	\$ (25.7)		\$ (100.9)

SPECTRUM BRANDS HOLDINGS, INC.
SB/RH HOLDINGS, LLC
Notes to the Unaudited Pro Forma Condensed Consolidated Financial Statements (Unaudited)
(in millions, except per share figures)

NOTE 1 – Significant Accounting Policies

The unaudited pro forma condensed consolidated statement of financial position as of April 3, 2023 is presented as if the Hardware & Home Improvement (“HHI”) business divestiture had occurred on April 3, 2023. The unaudited pro forma condensed consolidated statement of operations for the six month period ended April 3, 2023 is presented as if the HHI business divestiture had occurred on October 1, 2022. The unaudited pro forma condensed consolidated statement of operations for the year ended September 30, 2022 is presented as if the HHI business divestiture occurred on October 1, 2021. The Company previously recognized the HHI business as discontinued operations and therefore all historical financial statements of the Company were previously recast to exclude the results of operations from its HHI business from its continuing operations within its statement of operations. Additionally, the net assets of the HHI business were previously recognized as assets held for sale within its statement of financial position.

The Company reports the results of operations of a business as discontinued operations if a disposal represents a strategic shift that has (or will have) a major effect on an entity’s operations and financial results when a business is sold and classified as held for sale, in accordance with the criteria of Accounting Standards Codification (“ASC”) Topic 205 *Presentation of Financial Statements* and ASC Topic 360 *Property, Plant and Equipment*. The results of discontinued operations are reported in Income From Discontinued Operations, Net of Tax in the statement of operations for the current and prior periods commencing in the period in which the business met the criteria of discontinued operations, and includes any gain or loss recognized on closing, or adjustment of the carrying amount to fair value less cost to sell. Assets and liabilities of a business classified as held for sale are recorded at the lower of its carrying amount or estimated fair value less cost to sell. If the carrying amount of the business exceeds its estimated fair value less cost to sell, a loss is recognized. Assets and liabilities related to a business classified as held for sale are segregated in the current and prior balance sheets in the period in which the business is classified as held for sale. Transactions between the businesses held for sale and businesses held for use that are expected to continue to exist after the disposal are not eliminated to appropriately reflect the continuing operations and balances held for sale.

NOTE 2 – Pro Forma Adjustments for the HHI divestiture

- A. Adjustments reflect the increase in cash and cash equivalents resulting from the cash consideration received based upon the \$4.3 billion purchase price, net customary purchase price adjustments for working capital and assumed net indebtedness as of April 3, 2023, less closing transaction expenses of approximately \$12 million.
- B. Adjustments reflect the elimination of the assets and liabilities of the Company’s HHI business that were previously classified as held for sale as of April 3, 2023, as well as the other comprehensive loss attributable to the Company’s HHI business as of April 3, 2023. The elimination of the other comprehensive loss and noncontrolling interest attributable to the HHI business is offset by the gain on the sale of the HHI business which is reflected in accumulated earnings.
- C. Adjustments reflect the reclassification of the Company’s Spectrum Brands, Inc. Term Loans from long-term to current, having a balance of \$392.0 million as of April 3, 2023 as the Company has the obligation to paydown the respective outstanding debt using current assets and funds received upon the consummation of the HHI divestiture. The Company may paydown other forms of debt using proceeds but is based upon the Company’s election to call such debt and is not required to make any early payment on those balances. The annual interest expense related to the identified debt is approximately \$28 million.
- D. Adjustment reflects an estimated income tax payable based upon assessed U.S. and foreign income tax rates on an estimated tax gain on the sale realized upon consummation of the HHI divestiture. The adjustment for SB/RH Holdings, LLC includes \$267 million of additional amounts expected to be owned by SB/RH Holdings, LLC and its subsidiaries to Spectrum Brands Holdings, Inc. pursuant to the group’s tax-sharing agreement.

SPECTRUM BRANDS HOLDINGS, INC.
SB/RH HOLDINGS, LLC
Notes to the Unaudited Pro Forma Condensed Consolidated Financial Statements (Unaudited)
(in millions, except per share figures)

- E. Adjustments reflect incremental interest expense from corporate debt previously allocated to and reported as discontinued operations during the respective periods, excluding interest expense associated with the Term Loan which the Company has the obligation to paydown using funds received upon the consummation of the HHI divestiture.
- F. Adjustments to income tax benefit for the respective periods were determined using as assumed effective income tax rate of 25% on the pre-tax impact from pro forma adjustments.
- G. Adjustments to the basic and diluted earnings per share (EPS) for the respective periods were determined using the reported basic and diluted weighted average shares on the impact to net loss from continuing operations attributable to controlling interests from pro forma adjustments.