

**CENTRAL GARDEN & PET COMPANY
INVESTMENT GROWTH PLAN**

As in Effect January 1, 2021

SUMMARY PLAN DESCRIPTION

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TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. ELIGIBILITY TO PARTICIPATE	2
A. When Participation Begins	2
III. CONTRIBUTIONS	2
A. Contributions.....	3
B. Employer Matching Contributions	6
C. Employer Profit Sharing Contributions	6
D. No After-Tax Contributions.....	6
E. Rollover Contributions From Other Plans	7
IV. LIMITS ON CONTRIBUTIONS	7
A. Limits on 401(k) tax-deferred contributions.....	7
B. Overall Limits on Plan Contributions	7
C. Top Heavy Provisions.....	8
V. TAX ADVANTAGES OF THE PLAN.....	8
A. Plan Compared to a Traditional Savings Program.....	8
B. The Saver’s Tax Credit	9
C. Some Information About IRAs	10
VI. INVESTMENT CHOICES	10
A. Description of Investment Funds	10
B. Your Rights Concerning Employer Securities.....	12
C. Investment Fund and Account Maintenance Expenses	12
D. Investment Changes	13
E. How Investment Results Affect Accounts	13
F. Choosing Your Investments.....	13
G. 404(c) Plans	14
H. Default Investment Fund.....	15
I. Account Statements	16
VII. YOUR RIGHT TO A BENEFIT: “VESTING”	16
VIII. LOANS FROM YOUR ACCOUNTS	17
A. You Borrow From Your Own Accounts.....	18
B. Loan Amount and Term.....	18
C. Interest Rate	18
D. Loan Fee.....	18

E.	Loan Security and Administrative Procedures	18
F.	If You Are On A Leave Of Absence	18
G.	If You Default on Loan.....	19
H.	Terminating Employment With an Outstanding Loan.....	19
I.	Tax Consequences of Loans	19
IX.	WITHDRAWALS	19
A.	Age 65 Withdrawals	20
B.	Age 59½ Withdrawals in-Service Withdrawals.....	20
C.	Withdrawals Before Age 59½.....	20
D.	Hardship Withdrawals	20
E.	Withdrawals on Account of Qualifying Military Leave	22
F.	Taxation of Withdrawals.....	22
X.	PAYMENT OF YOUR ACCOUNTS	22
A.	General Information.....	22
B.	Termination of Employment.....	22
C.	Mandatory Age 72 Rule.....	23
D.	Choosing a Beneficiary.....	23
XI.	FEDERAL INCOME TAX EFFECTS.....	24
A.	General.....	24
B.	Company Stock.....	24
C.	10% Additional Excise Tax	24
D.	Direct Rollover.....	25
E.	Sixty-Day Rollover Option.....	25
F.	Rollovers by Beneficiaries	25
G.	Income Tax Withholding	25
H.	State and Local Tax Effects	26
XII.	OTHER IMPORTANT INFORMATION.....	26
XIII.	ERISA PROVISIONS	28
A.	Claim Review Procedures.....	28
1.	Initial Claim	28
2.	Request for Review of Denied Claim	28
B.	Your Rights as a Participant	29
1.	Receive Information About Your Plan and Benefits	29
2.	Prudent Actions by Plan Fiduciaries.....	30
3.	Enforce Your Rights.	30
XIV.	IMPORTANT NAMES, ADDRESSES AND NUMBERS	31
XV.	THE COMPANY STOCK FUND: THE PROSPECTUS	32
	Introduction.....	34

The Plan Sponsor	34
Investments Under The Plan.....	34
a. General.....	34
b. Description of the Class A Common Stock Fund.....	35
c. Investment Performance of the Central Garden & Pet Company Class A Common Stock Fund	36
Responsibility Of Trustee To Vote Shares	36
Resale of Shares of Class A Common Stock Acquired Pursuant to the Plan.....	36
Incorporation of Certain Documents by Reference	37
APPENDIX A.....	38
Imputed Service Credit	38

CENTRAL GARDEN & PET COMPANY
INVESTMENT GROWTH PLAN
Summary Plan Description

I. INTRODUCTION

The Central Garden & Pet Company (the “Company”) has adopted the Central Garden & Pet Company Investment Growth Plan (the “Plan”) to provide an easy and tax-favored way for you to save for your future. This Plan covers employees of Central Garden & Pet and any adopting subsidiary. The Plan offers you these advantages:

- Company matching contributions
- The opportunity to save, on a tax-favored basis, for your future financial needs -- such as buying a home, college tuition, or retirement
- Reduction of your current income taxes
- Wide choice of investment funds
- Potential long-term investment growth
- The ability to make daily transfers among most of the available investment funds
- Convenient payroll deductions
- Access to your money through loans and hardship withdrawals
- The opportunity to share in the growth and success of Central Garden & Pet Company (the “Company”) through stock ownership

This Summary Plan Description (“SPD”) gives you a summary of the main features of the Plan, as of January 1, 2021, including IRS dollar limits as of January 1, 2021. This is a summary of the terms and conditions of the official Plan document. If there are any differences between this SPD and the official Plan document, the terms of the official Plan document will control.

If you have any questions about the Plan or this SPD, the Plan Administrator will be happy to assist you. See Section XIV, Important Names, Addresses, and Numbers.

The Plan allows you to defer your compensation each year on a basis up to the dollar maximum. The minimum contribution under the Plan is 1%. Highly compensated employees are limited to an annual maximum deferral contribution of \$17,000. Your 401(k) tax deferral contributions will be paid by the Company or your employer, as applicable, to your account under the Plan and, effective January 1, 2019, matched \$1 for \$1 on the first 3% of compensation you contribute. If you are age 50 or older, you qualify to make an additional tax-deferred catch-

up contribution. Your contributions are not subject to federal or, in most cases, state income tax until they are withdrawn from the Plan.

Due to federal tax rules, some highly compensated employees may become subject to an additional special limitation on the amount of the contributions that may be added to their Plan accounts each year. You will be notified if you are affected by any of these limits.

To find out how you can make the Plan work for you, please take a few minutes to read this SPD. The time it takes to learn about the Plan may be one of the best investments you make toward your future.

II. ELIGIBILITY TO PARTICIPATE

You will become eligible to participate in the Plan if you are employed by the Company or an adopting subsidiary of the Company, have attained age 21 and have completed three months of Service. As an exception, you will not be eligible if:

- You are covered by a collective bargaining agreement that does not specifically provide for your participation in the Plan, or
- You are hired in a temporary employee classification.

Please note that you may receive credit for service with certain previous employers for purposes of eligibility to participate in the Plan. (See Appendix A for further information about receiving credit for prior service.)

If you are returning from a leave of absence for military service you may be eligible for certain reemployment rights covered by the Uniformed Services Employment and Reemployment Rights Act, as amended (“USERRA”). Specifically, you may be eligible to make additional contributions from your post-leave pay which you otherwise may have made but for the period of military leave, and you may be eligible for Company contributions based on the additional contributions you make. Since your rights under USERRA are subject to certain conditions and time restrictions, you should contact the Plan Administrator as soon as you return to employment from military service.

A. When Participation Begins

If you meet the above eligibility requirements, you will enter the Plan on the first day of the calendar month that occurs on or after you have become eligible. For example, if you are age 21 and you are hired by the Company on February 15, 2021, and you are still employed on May 14, 2021, you will become a Plan participant on the first day of the next calendar month, June 1, 2021. Unless you elect otherwise, you will be enrolled automatically to make a contribution equal to 3% of compensation. (See Section III. Contributions.)

III. CONTRIBUTIONS

You can make 401(k) tax-deferred contributions and share in employer matching contributions to the Plan once you become a participant in the Plan.

For each calendar year, you and your employer may make contributions to the Plan in one or more of the following ways:

A. Contributions

Contributions to plans like this Plan are usually referred to as “401(k) tax-deferred contributions” because section 401(k) of the Internal Revenue Code is the law that permits you to make employee contributions before taxes. In this summary, employee contributions are referred to as “” contributions or “401(k) tax-deferred contributions.”

Once you become a participant in the Plan, you will be automatically enrolled to contribute 3% of your compensation as 401(k) tax-deferred contributions. However, you may elect to revoke the automatic election, increase the 3% contribution up to the annual dollar maximum (\$19,500 for 2021), decrease the amount to \$0, or make contributions in any whole percentage between 1% and the annual dollar maximum imposed by the IRS (\$19,500 in 2021). Contributions made pursuant to automatic enrollment will cease as soon as administratively feasible after you make an affirmative election.

You will receive a notice explaining your right to opt out of automatic enrollment and not make contributions to the Plan. After receiving the notice, you will have a reasonable period, before you receive the first paycheck with the 3% contribution taken out of your pay, to opt out of the Plan.

If you are highly compensated (for 2021, your compensation in 2020 was more than \$130,000), the maximum 401(k) tax-deferred contribution you may contribute to the Plan for the Plan Year is \$17,000. This cap on annual contributions allowed for highly compensated employees may be revised by the Plan Administrative Committee in future years.

Separate Deferral Elections for Cash Bonuses: If you wish to make a contribution from any cash bonus, you must make a deferral election prior to payment of the bonus. You will be given information on how to make a contribution from any cash bonus prior to payment of the bonus.

You may elect to cease your contributions or reduce them to as low as 1% of compensation. One percent (1%) of compensation is the minimum employee contribution level permitted under the Plan.

The percentage of compensation you elect to contribute as 401(k) tax-deferred contributions (or the 3% automatic amount, if applicable) will be applied to each paycheck paid to you after your election, unless you later change your deferral percentage. (See page 5 for information about how to change or stop your contributions.) Your contributions will be sent by your employer directly to the Plan’s trustee (the “Plan Trustee”) to be deposited to your account under the Plan.

The compensation deferral feature of the Plan permits you to save for your retirement on a basis. Only the compensation you actually receive in cash is includible in your gross income for the year. You do not pay federal income tax on your contributions until they are withdrawn or distributed to you from the Plan. (See Section IX, Withdrawals, for information about

withdrawals and Section X, Payment of Your Accounts, for information about distributions.) You also do not pay any state income tax on your deferrals until they are withdrawn or distributed to you from the Plan. This is true in most states, including California.

Social Security taxes will still be withheld on the full amount of your compensation, up to the Social Security wage base, including any amount you contribute to the Plan. In other words, your contributions will not reduce your Social Security taxes or benefits.

Example: Mary earns \$30,000 per year and is employed by the Company, completes three months of service on August 12, 2019 and is automatically enrolled September 1. Thereafter the Company automatically withholds 3% of her compensation to the Plan as a 401(k) contribution. Each pay period, \$34.62 (3% of \$1,153.85) is deducted from Mary's paycheck as her 401(k) contribution and sent to the Plan Trustee for deposit into her 401(k) Plan account. On January 1, 2020, Mary decides to contribute 5% of her compensation. Each pay period thereafter, \$57.69 (5% of \$1,153.85), is deducted from Mary's paycheck as her contribution and sent to the Plan Trustee for deposit into her 401(k) Plan account.

The Plan Administrator will send enrollment information to you when you become eligible to participate in the Plan.

You will be able to enroll by completing the enrollment form online through the payroll/benefits system. During this process, you may authorize your employer to deduct the percentage of compensation you wish to contribute each pay period and direct how you want to invest the money in your Plan account.

If you do not affirmatively enroll in the Plan and elect to contribute to the Plan, your employer will automatically contribute 3% of your compensation as a 401(k) tax –deferred contribution to the Plan.

Determining Your Compensation

In calculating your compensation for Plan purposes, the Plan includes your base salary or wages, vacation pay, sales commissions and overtime pay, but excludes contributions to deferred compensation plans, reimbursements or other expense allowances, fringe and welfare benefits, amounts realized from certain stock transactions and other amounts that receive special tax benefits as described in the Plan. Your compensation is determined for Plan purposes before any reduction is made for contributions your employer makes on your behalf, pursuant to a compensation reduction agreement with you, which are not included in your gross income.

Cash bonuses are not subject to your elective deferral election or the automatic 3% of compensation contribution. If you wish to make a 401(k) tax-deferred contribution from any cash bonus, you must make a separate deferral election to apply to the bonus prior to payment of the bonus.

Certain eligible compensation that you receive after termination of employment may be treated as compensation for Plan contribution purposes if that compensation is received by the later of (1) 2-1/2 months after your termination of employment with your employer, or (2) the end of the Plan Year in which your termination of employment occurs.

Compensation while you are on a qualified military leave is considered to be the compensation you would have received from your employer if you were not in qualified military service. Also, if your employer makes differential wage payments to a participant in qualified military leave, the differential wage payment is considered compensation for Plan purposes.

You are treated as having a severance from employment, and are therefore eligible to receive a distribution of your contribution account in the Plan if you are performing qualifying military service for more than 30 days, to the extent required under applicable law. If you are eligible for and elect to receive a distribution of your contribution account under this special provision, you may not make any contributions to the Plan during the 6-month period beginning on the date of the distribution.

Changing or Stopping Your Contributions

You can change the percentage of your contributions, effective at the beginning of each calendar month, by submitting a Participant Change Form to the Human Resource or Payroll Department at least 10 days in advance. You can stop making contributions at any time by submitting a Participant Change Form to the Human Resource or Payroll Department at least 10 days before the distribution of the first paycheck from which you do not wish to have any contributions withheld. If you do so, you may elect to resume making contributions under the Plan effective as of the beginning of any later calendar month by submitting a new Participant Change Form to the Human Resource or Payroll Department. These forms are available from the Human Resource or Payroll Department. The deadlines for making elections regarding your contributions are subject to change, as determined by the Plan Administrator.

Age 50 Catch-up Contributions

If you will attain age 50 during the Plan Year (January 1 – December 31), or you are already age 50 or older, you qualify to make a special catch-up contribution. To make this special catch-up contribution, you must first exhaust your right to make contributions under the normal provisions of the Plan. In other words, for 2021 you must contribute \$2021 and then, if you are age 50 or older, you may contribute an additional \$6,500 of your compensation as a contribution.

If you are highly compensated in 2021 (you made more than \$130,000 in 2020) and the Plan's annual limit (\$17,000) on contributions or the nondiscrimination test caps your contributions before you contribute the full \$19,500, you can still make the additional \$6,500 catch-up contribution. The definition of "highly compensated" is indexed annually. The cap on annual contributions allowed for highly compensated employees, currently \$17,000, may be revised by the Plan Administrative Committee in future years.

If you want to make a catch-up contribution, contact the Plan Administrator. Catch-up contributions are subject to the same withdrawal restrictions as apply to other contributions. They are available for hardship withdrawal and loans.

B. Employer Matching Contributions

Each calendar quarter your employer will make matching contributions to the Plan, referred to herein as the employer matching contribution. The employer matching contribution to the Plan is equal to 100% of the first 3% of your compensation that you contribute as contributions. You must be employed on the last day of the calendar quarter to receive the matching contribution. No minimum Hours of Service is required by the Plan to qualify you to receive the matching contribution.

At the end of each Plan Year, your employer will review the matching contributions made on behalf of each Plan participant for that Plan Year to ensure that the correct matching contribution is received based on the compensation for the full Plan Year. In the event that you received an employer matching contribution that is less than 3% of your compensation for the full Plan Year, either because you enrolled in the Plan mid-year or because of the amount of contributions you made to the Plan during the Plan Year, an additional “true up” matching contribution will be made on your behalf.

Employer matching contributions may be made in cash or in shares of Central Garden & Pet Company’s Class A Common Stock, as elected by the Board of Directors of the Company. You are eligible to receive a matching contribution if you make 401(k) tax-deferred contributions to the Plan. Catch-up contributions are eligible for the employer matching contribution. However, no matching contribution will be made on catch-up contributions once all contributions, including your catch-up contribution, exceed 3% of your compensation.

From time to time, in your employer’s discretion, a bonus matching contribution may be made on behalf of an eligible class of Participants. In addition, from time to time, in your employer’s discretion, a special employer discretionary contribution may be made on behalf of an eligible class of non-highly compensated Participants. In the event such a discretionary employer contribution is made, each member of the eligible class of Participants will receive the same dollar amount regardless of what percentage of their compensation they defer. Participants who are in an eligible class will be provided advance notice of their eligibility for the bonus matching contribution.

C. Employer Profit Sharing Contributions

Each employer may decide to make an additional profit sharing contribution to the Plan for any year. If made, a portion of the profit sharing contribution made by your employer will be allocated to your account based on the amount of your compensation for the year, and only if you remain employed at the end of the year and completed 1,000 Hours of Service during the year, unless you terminate employment during the year due to death, are disabled or retire. Employer profit sharing contributions, if made, will be made to the Plan in cash and not in the form of Employer Securities. There is no guarantee that your employer will make any profit sharing contribution to the Plan for any year.

D. No After-Tax Contributions

After-tax contributions to the Plan are not permitted.

E. Rollover Contributions From Other Plans

If you have an account in another employer's tax-qualified plan, you may be able to have all or part of the taxable portion of that account "rolled over" (that is, contributed) to the Plan. Amounts rolled over will not be subject to federal income tax until they are later withdrawn or distributed from the Plan. Rollover contributions are deposited into a separate rollover account, and generally are subject to all of the rules that apply to your contribution account.

The Plan will accept rollovers only in cash.

All rollovers are subject to the approval of the Plan Administrator. If you are interested in doing a rollover, please contact the Plan Administrator for more information.

IV. LIMITS ON CONTRIBUTIONS

Due to the federal tax laws, one or more of the following limitations may apply to contributions to your accounts under the Plan.

A. Limits on 401(k) tax-deferred contributions

Your total annual contributions to the Plan, including contributions to any other "401(k)" plan which you may have made during the year, are limited to \$19,500 for 2021. The dollar limit is increased by the Internal Revenue Service annually for inflation. The process of increasing annual limitation amounts for inflation is called "indexing".

If you qualify to make the special age 50 and over catch-up contribution of \$6,500, you can make that in addition to the \$19,500 dollar limit described above.

If you exceed the maximum contribution amount (the normal dollar amount plus the catch-up amount if applicable), the excess contribution will be taxable income to you. Therefore, if you make contributions to another 401(k) plan for the same calendar year that you make contributions to this Plan, you should monitor your total contributions carefully.

Contributions which exceed the limit described above will be paid out from this Plan if you notify the Plan Administrator of the amount of the excess by March 1 of the following year, in which case, the excess will be paid out by the following April 15 and will not be taxed again when distributed.

B. Overall Limits on Plan Contributions.

In addition, the total contributions to your Plan account (contributions plus employer matching and/or profit sharing contributions (if any)) during any year may not exceed 100% of your "compensation" or \$58,000 if less, in 2021. (This limit is indexed each year). For purposes of this limitation, your "compensation" is your compensation including your contributions to the Plan and any other contributions you may be making for health, dependent care or other welfare benefits. This 100% of compensation limit will likely affect few (if any) employees and will not affect highly compensated employees as they are limited to an annual 401(k) contribution not to

exceed \$17,000 (plus the age 50 catch-up if applicable). You will be notified if the limit affects you.

Under the tax law's nondiscrimination rules, highly compensated employees (employees with compensation of more than \$130,000 in 2020, indexed each year) are subject to additional limitations on their contributions and employer matching contributions (if any). The nondiscrimination test may limit the contributions and/or employer matching contributions for these employees. You will be notified if your contributions or your employer matching contributions will be affected.

Under federal tax law, no contributions can be made with respect to compensation in excess of \$290,000 in 2021 (indexed for future years).

C. Top Heavy Provisions

Another federal tax law requires that the Plan be tested periodically to see if certain owners and executives are entitled to more than 60% of the benefits provided by the Plan. If so, the Plan is considered to be "top heavy". The Plan is not top heavy at the current time. However, if it becomes top heavy in the future, "non-key employees" (as defined by the tax law), could be entitled to minimum benefits under the Plan.

V. TAX ADVANTAGES OF THE PLAN

A. Plan Compared to a Traditional Savings Program

Making 401(k) tax-deferred contributions to the Plan gives you several advantages over traditional, after-tax methods of savings.

First, your 401(k) tax-deferred contributions decrease your current year's tax bill because your contributions are deducted from your compensation before your income taxes are computed and withheld. As a result, your taxable earnings are lower. Because your taxable earnings are lower, your taxes generally will be lower, too. This allows you to save money, and to defer the payment of taxes on the money you save until a later date when the taxes may be payable at a lower rate (see example below).

These tax savings apply to federal income taxes and, in most cases, state income taxes. However, since your Social Security taxes are not affected, your Social Security benefits when you retire will not be reduced as a result of making 401(k) tax-deferred contributions to the Plan.

Second, the earnings in the Plan on your 401(k) tax-deferred contributions and employer matching contributions are not taxed while they remain in the Plan.

Finally, special tax benefits may be available for funds paid from the Plan after you retire or die that are not available with traditional retirement savings methods.

Example: Assume that John earns (before taxes) \$32,000 for 2019. He wishes to save 8% of his compensation – or \$2,560 – for retirement purposes. Federal and state income taxes

are assumed to be 24% of his compensation. Here's how contributions to your Plan compare with traditional savings:

	Traditional Savings (After-Tax)	Contributions (Before-Tax)
Annual before-tax compensation	\$32,000	\$32,000
8% contributions	<u>- 0</u>	<u>- 2,560</u>
Taxable compensation	\$32,000	\$29,440
Taxes (24%)	<u>- 7,680</u>	<u>- 7,066</u>
After-tax compensation	\$24,320	\$22,374
Traditional savings	<u>- 2,560</u>	<u>- 0</u>
“Spendable Income”	\$21,760	\$22,374
Company match		\$960
Total gain		\$1,574

This example shows that John would have \$614 more net after-tax earnings available as “spendable income” by saving \$2,560 using contributions to the Plan than if he saves \$2,560 after-tax, outside of the Plan. In other words, it would cost John only \$1,946 (\$2,560 of his before-tax compensation minus \$614 in the form of tax savings) to save \$2,560. With traditional after-tax savings methods, it would cost John \$2,560 to save \$2,560. Not only does John have the benefit of the tax savings, saving through the Plan triggers the employer matching contribution. John receives an employer match of \$960, increasing his savings from \$2,560 to \$3,520. Of course, John must pay taxes on the benefit payments he later receives from the Plan.

This example is for purposes of illustration only, and does not take into account applicable Social Security taxes. Your personal circumstances will determine your particular outcome.

B. The Saver's Tax Credit

You may qualify for a special saver's tax credit when you contribute to the Plan. To qualify, your adjusted gross income must be less than \$66,000 (married filing jointly, or less than \$33,000 if unmarried). The credit is up to 50 cents on the dollar to a maximum credit of \$2,000 (\$4,000 if married filing jointly). To learn more about the saver's tax credit, see IRS Announcement 2001-106 or speak to the Plan Administrator.

C. Some Information About IRAs

If you participate in the Plan, your ability to make a contribution to an IRA is limited. Generally it phases out if your adjusted gross income in 2021 (married filing jointly) is \$125,000 or more.

For more information on the tax rules regarding IRAs, please refer to Internal Revenue Service Publication 590, "Individual Retirement Arrangements." IRS Publication 590 is available free, by calling 1-800-TAX-FORM (1-800-823-3676). If you have access to a computer, modem and printer, you can obtain Publication 590 by "downloading" and printing the publication file from the World Wide Web (<http://www.irs.ustreas.gov>) or the IRS' FTP site (<http://ftp.irs.ustreas.gov>).

VI. INVESTMENT CHOICES

The Plan offers you a wide range of investment categories for your savings. You may direct the investment of your account in one or more of the funds available. You can choose to place your contributions in one or more of the investment funds in 1% increments. Your investment elections must equal 100%.

You are responsible for reviewing the periodic Plan account statements that you receive to make sure that your investment directions, including any changes that you have elected to make, have been correctly implemented. If you notice an error, please contact the Plan Administrator as soon as possible after receiving your account statement.

A. Description of Investment Funds

The following is a brief description of each of the investment funds. A more detailed description of each of the funds, other than the Central Garden & Pet Company Stock Funds, is contained in the prospectus for each such fund. A copy of each prospectus was sent to you earlier, or with this SPD. If you need another copy of one or more of the prospectuses, please contact the Plan Administrator.

You should read the prospectus for each investment fund before choosing to invest in one or more of the funds. Each investment fund's share price, yield and total return will fluctuate. Your investment in any fund may be worth more or less than your original cost when you sell your shares in that fund (such as when you receive a distribution from the Plan). Please keep in mind that past investment results do not indicate or guarantee future investment performance.

(1) *Stability of Principal*

Objective: Conservative investment option that seeks to hold the principal value of an investment.

(2) *Income*

Objective: Seeks income or growth of income.

(3) Asset Allocation

Objective: These funds are “packaged” diversified portfolios with different objectives.

(4) Growth & Income (Stocks and Bonds)

Objective: Seeks to balance growth of principal and current income.

(5) Growth & Income (Stocks)

Objective: Seeks long-term growth or a combination of growth and income.

(6) Growth

Objective: Capital appreciation.

(7) Aggressive Growth

Objective: Capital appreciation.

(8) Global/International Growth

Objective: Capital appreciation from investments in international securities or a combination of domestic and international securities.

(9) Target Date Funds

Objective: These funds, which use a strategic asset allocation model that becomes increasingly conservative over time towards the target date, are intended to balance capital appreciation with reasonable risk-tolerance tied to age, based on a target retirement date.

(10) Central Garden & Pet Company Class A Common Stock Fund (Opened April 16, 2007)

Objective: This fund is invested almost entirely in shares of Class A Common Stock of the Company. For liquidity purposes, a relatively small portion of the fund’s assets may be invested in short-term interest bearing instruments. By investing in this fund, you will share in ownership of the Company, and also in any future growth of the Company. Because this is an unmanaged, non-diversified investment, the Company’s Class A Common Stock is subject to factors affecting both the stock market in general and the Company in particular.

Class A Common Stock has all the same rights as Common Stock, except that it does not vote unless required under Delaware law.

Appropriate adjustments are made in this fund to account for any stock dividends, stock splits, or subdivision, reclassification or combination of shares.

The investment funds (other than this Company Class A Common Stock Fund and the frozen Company Stock Fund described below) are managed by professional investment

managers. All of the fund holdings are maintained in a trust fund by the Plan Trustee. A portion of each fund may be invested in short-term interest bearing investments, in order to provide cash liquidity. Any dividends or other income received are reinvested in the same fund.

At the back of this SPD, there is additional information regarding the Central Garden & Pet Company Class A Common Stock Fund. You will be provided with updated information once each year reflecting the purchase and sales prices of the Class A Common Stock Fund.

(11) *Frozen Central Garden & Pet Company Common Stock Fund (Frozen effective April 16, 2007)*

Objective: This fund is invested almost entirely in shares of Common Stock of the Company. For liquidity purposes, a relatively small portion of the fund's assets may be invested in short-term money market instruments. By investing in this fund, you share in ownership of the Company, and also in any future growth of the Company. Because this is an unmanaged, non-diversified investment, the Company's Common Stock is subject to factors affecting both the stock market in general and the Company in particular.

Appropriate adjustments are made in this fund to account for any stock dividends, stock splits, or subdivision, reclassification or combination of shares. You are permitted to direct the Plan Trustee how to vote the shares of the Company's Common Stock held for your benefit under the Plan.

Effective April 16, 2007, the Central Garden & Pet Company Common Stock Fund, which holds voting shares of Common Stock of the Company, is closed to new investments. You may transfer out of this fund at any time. Plan Participants who wish to invest their plan contributions in Company stock may now direct their contributions to the new Central Garden & Pet Company Class A Common Stock Fund, described above under Paragraph 10.

The investment funds (other than this Company Common Stock Fund and the Class A Common Stock Fund) are managed by professional investment managers. All of the fund holdings are maintained in a trust fund by the Plan Trustee. A portion of each fund may be invested in short-term interest bearing investments, in order to provide cash liquidity. Any dividends or other income received are reinvested in the same fund.

B. Your Rights Concerning Employer Securities

The Plan allows you to elect to move any portion of your account that is invested in Company stock from that investment into other investment alternatives under the Plan. This right extends to all of the Company stock held under the Plan. In deciding whether to exercise this right, you will want to give careful consideration to the information below under "Choosing Your Investments" that describes the importance of diversification. All of the investment options under the Plan are available to you if you decide to diversify out of Company stock.

C. Investment Fund and Account Maintenance Expenses

There are no sales commissions or loads on any of the investment funds offered under the Plan. Each fund (other than the Company Stock Funds, described above under paragraphs 10 and

11) charges management and administration fees. These fees are reflected in the funds' net asset value per share.

D. Investment Changes

You may obtain your current account balance, change your investment directions for future and/or existing funds, transfer among investment funds, or obtain fund activity on any business day simply by calling the Voya Access 24-hour toll-free number at 1-800-584-6001 or on-line at www.voya.com and following the easy-to-use instructions.

Please note, for exchanges or transfers to be effective on the same day your request must be made prior to 4:00 PM EST.

E. How Investment Results Affect Accounts

The values of the investment funds are determined each business day. The earnings of each investment fund, together with any gains in the value of the fund's investments, are added proportionately to the accounts of participants who have invested in that fund. Any losses in a fund are subtracted from participants' accounts in the same manner. The total value of your account will depend on the following factors:

- The amount of contributions and Company matching and/or profit sharing contributions (if any) made to your account,
- The amount of rollover contributions (if any) made to your account,
- Your account's share of the investment earnings and gains (or losses) on each of the investment funds in which your account is invested, and
- Any withdrawals or loans you take from your account. The amount you may receive in a distribution from your account is also subject to the Plan's vesting schedule (see below).

F. Choosing Your Investments

Because different investment approaches are right for different people, your Plan gives you the opportunity to decide the investment mix most appropriate for you.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described in this summary and how these rights affect the amount of money that you invest in company stock through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

Every investment fund carries some level of risk. A fixed income plan is generally expected to have a lower long-term risk than a higher risk investment such as stocks. Generally, investments that have a greater potential of high return have a higher degree of risk. If you chose the Company's stock fund, please note that there is no diversification and you should expect the price to be more volatile than one of the other options.

G. 404(c) Plans

General Information - In accordance with Department of Labor Regulations 2550.404(c)-1(b), this Plan is intended to qualify as an ERISA 404(c) plan, a plan whose fiduciaries are relieved from liability for any investment losses that result from investment decisions made by Plan participants.

Your investment instructions with respect to your 401(k) tax-deferred contributions, employer matching contributions and employer profit sharing contributions are provided to the record keeper who is obligated to comply with your instructions. There are no transaction fees or expenses incurred as a result of your allocation of your contributions to one mutual fund or another offered under the Plan or from transferring from one mutual fund to another.

You may purchase or sell Company stock through the Central Garden & Pet Company Class A Common Stock Fund by calling the Voya Access 24-hour toll-free number at 1-800-584-6001 or on-line at www.voya.com and following the easy-to-use instructions. The Trustee will keep confidential your transactions in Company stock and your voting directions. The Plan Administrator is responsible for monitoring compliance with these procedures and assuring confidentiality. The Plan Administrator's address and telephone number are set forth on page 31 of this SPD.

Upon request of the Plan Administrator, you may receive additional information about the funds offered under the Plan, including the following, which will be based on the latest information available:

- A description of the annual operating expenses of each of the investment funds or investment choices offered under the Plan (such as investment management fees, trustees' fees, administrative fees and transaction costs) which are charged to your account as a percentage of average net assets;

- Copies of any prospectuses, financial statements, reports or other materials relating to the investment alternatives under the Plan to the extent provided to the Plan Administrator;
- A list of assets comprising the portfolio of each fund, the value of each asset, and the percentage of the overall fund which it represents. With respect to an asset which is a fixed-rated investment contract, the name of the bank or insurance company issuing the contract, the terms of the contract and the rate of return on the contract;
- Current information about the value of the shares or units in the funds, together with current investment performance information determined net of expenses; and
- Information concerning the value of the shares or units in your account.

H. Default Investment Fund.

What is the default investment fund? When a participant does not make an investment election for his or her contributions and/or accounts in the Plan, the accounts are invested in the default fund. The Plan's Administrative Committee selects the default investment fund(s).

Currently, the VY. T. Rowe Price Capital Appreciation Portfolio – Inst –(Fund #1257) is the default investment fund in the Plan.

Annually, and more frequently if required by law, the Plan will provide you with a description of the default fund, pursuant to the notice requirements provided in the Department of Labor Proposed Regulations 2550.404(c)-5(d) and ERISA Sections 404(c)(5)(B)(i) and (ii). The notice shall describe the investment objectives, risk and return characteristics, and fees and expenses associated with the VY. T. Rowe Price Capital Appreciation Portfolio – Inst –(Fund #1257).

When will my plan assets be invested in the default investment fund? Your 401(k) tax-deferred contributions will only be invested in the default investment fund if you do not make an investment election for your contributions and/or accounts. For example, if the 3% automatic election applies to you, and you do not select how your contributions should be invested, your 401(k) tax-deferred contributions will be invested in the default investment fund until you make an investment election. Employer matching contributions are contributed in the form of Company stock and are invested in the Company stock fund until you elect otherwise.

What are my rights regarding my accounts in the default investment fund? You have the right to re-direct all or a portion of your plan accounts out of the default investment fund and into any other mix of investments offered under the Plan at any point, without any financial penalty.

Where can I obtain investment information concerning investment alternatives under the Plan? There is information regarding the Plan's investment funds in this summary plan description. You can request additional information from the Plan Administrator or visit the Voya website at www.voya.com.

I. Account Statements

After the end of each calendar quarter, you will receive a personal account statement showing the value of your account, your vested percentage, reflecting any activity in your account, and the administrative fees charged to your account.

What you will ultimately receive from the Plan depends upon the amount you contribute to the Plan in 401(k) tax-deferred contributions and the performance of the Plan’s investment funds. While the Company believes that the invested assets will appreciate in value, there are no guarantees in this regard.

VII. YOUR RIGHT TO A BENEFIT: “VESTING”

“Vesting” is a form of ownership – the right to receive a benefit in the future. You are always 100% vested in your contribution account.

You vest in your employer matching and/or profit sharing contribution accounts (if any) based on your length of service with the employer, in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 1 year	0%
1 but less than 2 years	20%
2 but less than 3 years	40%
3 but less than 4 years	60%
4 but less than 5 years	80%
5 or more years	100%

You also will become 100% vested in your employer matching and/or profit sharing contribution accounts (if any) if:

- You attain age 65 (although if you continue to work after age 65, you may continue to participate in the Plan until you actually retire),
- You become disabled (as defined in the Plan), or
- You die.

In addition, if you are a participant in qualifying military service and die, your survivors are entitled to any additional benefits that the Plan would otherwise provide if you had been actively employed as of the date of your death. This means that your employer matching and/or profit sharing contributions account balances would be 100% vested as of the date of your death.

You receive vesting credit for each Year of Service. A Year of Service is a Plan Year (1/1-12/31) during which an employee completes 1,000 or more Hours of Service. You will receive credit for your Hours of Service with the Company and all subsidiaries.

You receive credit for one Hour of Service for each hour you are paid by your employer for work you perform. You also receive credit for one Hour of Service for time you are paid by your employer for reasons other than work (such as vacation, illness or disability) up to a maximum of 501 hours for any continuous period. If you are on a qualifying military leave, you will receive credit for your Hours of Service at your customary rate for the period of military leave, subject to applicable laws governing military leave.

If you leave your employer before you become 100% vested, you will forfeit the non-vested portion of your accounts upon termination of employment. However, if you return to your employer, you may be able to regain your right to the forfeited amount. You will regain this right if you did not incur five (5) consecutive one-year breaks in service once your terminate employment. A one-year break in service occurs at the end of any Plan Year during which you do not complete more than 500 Hours of Service. In addition, if you took a distribution of your vested amounts in the Plan when you terminated employment, your prior service will not be restored until you repay the amount of that distribution that was attributable to employer contributions. The repayment to the Plan of the portion of the distribution that was attributable to employer contributions must be made the earlier of 1) the date five (5) years after the first date on which you are subsequently re-employed, or 2) the date on which you would have incurred five consecutive one-year breaks in service.

Please note that you may receive credit for service with certain previous employers or your employer before it became a participating employer in this Plan, for purposes of vesting in your employer matching and/or profit sharing contribution accounts (if any). If you were a participant in another retirement plan that merged with this plan, you may qualify for special vesting rules. Contact the Plan Administrator for more information.

Forfeitures may first be applied to offset eligible Plan expenses, second to reinstate any non-vested Accrued Benefits required to be reinstated and last to reduce contributions to be made by the Employer due in the Plan year, or if none, to reduce contributions to be made by the Employer due in the Plan year or the following Plan Year in which the forfeiture occurred.

VIII. LOANS FROM YOUR ACCOUNTS

The Plan's loan feature allows you to access your Plan money while you are still employed. For all rules applicable to loans, you should review the Plan's Loan Policy which is available from the Plan Administrator.

If you wish to apply for a Plan loan, simply call the toll free number (1-800-584-6001). A customer service representative will guide you through the loan process and answer any questions you may have. The representative will work with you to design a loan repayment schedule that will fit your needs and comply with the Plan's rules. You may also model a loan to assist you in determining the amount of your loan request and your payment amounts by accessing the Voya web site at www.voya.com.

The customer service representative will forward a loan application to you for your signature. After reading the loan terms carefully, sign the application and return it to Voya at the address shown on your loan application.

The following are the key rules regarding Plan loans:

A. You Borrow From Your Own Accounts

When you take a loan from the Plan, you are borrowing money from the vested portion of your own account. Your loan repayments (principal and interest) are deposited back into your own Plan account, and allocated to the various investment funds, according to your most recent election for the investment of your account. The money to fund your loan will come from your account in each of the investment funds on a pro-rata basis.

B. Loan Amount and Term

The maximum term for a loan is five years unless the loan is used to acquire your principal place of residence. In that case, the maximum term for the loan is 10 years.

Your loan payments will be in an equal amount each pay period. The total of the installment payments will be sufficient to pay the loan in full over the term of the loan you select. If you terminate employment, the loan is due immediately.

In general, you may borrow up to 50% of your vested account balance up to a maximum of \$50,000. The minimum loan amount is \$500. The rules for determining your loan amount are very complicated because of federal tax laws. The customer service representative will assist you in determining your maximum permissible loan amount.

C. Interest Rate

The interest rate on your loan will be set by the Plan Administrator at the start of the loan term and will not change. That is, your loan is a “fixed rate” loan. Currently, the annual loan interest rate charged is the “prime rate” (at a bank designated from time to time) plus 2%. Interest payments on a loan from the Plan are not deductible for federal or state income tax purposes.

D. Loan Fee

You must pay a loan fee. Please contact the Plan Administrator for information about the amount of the fee.

E. Loan Security and Administrative Procedures

You must sign a promissory note for your loan and agree that your Plan account will be used as security for the loan. If you stop making payments on your loan at any time, the entire amount of the loan will become due and payable and will be reported to you as a taxable distribution. You may qualify to suspend loan payments if you are on a leave of absence.

F. If You Are On A Leave Of Absence

If you are on an approved unpaid leave of absence and unable to make your 401(k) loan payment, you may request that your loan payments be suspended. A “Request For Loan

Suspension” form is available through your payroll or human resource department. A loan payment suspension may not exceed one year.

Upon your return to work, your loan payment deductions will continue under the terms of the original loan document. If the payments under the terms of the original loan would fully repay the loan within the maximum loan payment period (5 years for a general loan and 10 years for a principal residence loan), then you will not be required to increase your payment amount. If the payments will not fully pay off the loan within the loan time limits, you will be required to reamortize your loan and increase the payment amount. If you are on a qualifying military leave, your loan payments will be suspended in accordance with USERRA.

G. If You Default on Loan

If your loan payments are more than 90 days past due and you have not received an approved Request For Loan Suspension, the loan will be considered “in default.” Once a loan is 90 days past due it will be reported to the IRS as a “deemed distribution.” The total amount will be subject to ordinary income tax and, if you are under age 59½, may be subject to a 10% federal income tax penalty. State income tax and penalties may also apply.

H. Terminating Employment With an Outstanding Loan

If you terminate employment with an outstanding loan, the loan is immediately due and payable. The outstanding loan balance, if not repaid, will be treated as a taxable distribution to you. At that time, your vested Plan account balances will be offset by the amount of any outstanding loan balance.

I. Tax Consequences of Loans

You are not taxed on the amount you borrow and you are not subject to the 10% penalty tax the IRS imposes on early withdrawals. However, the interest you pay on your loan is not deductible for federal income tax purposes. Thus, you pay tax on the interest amount twice - once in the year you pay it into the Plan (as part of your loan repayment) and again in the year it is distributed to you as part of your total Plan distribution.

If you do not repay your loan on time, you will have negative tax consequences. The Plan Trustee is required to report the unpaid amounts to the IRS as taxable income, and you therefore will be required to pay income tax (and a 10% penalty tax in most cases if the distribution occurs before the earlier of your attainment of age 59½ or termination of employment at age 55 or older) on the unpaid amounts.

IX. WITHDRAWALS

The Plan’s withdrawal feature allows you to access your money while you are still employed. All withdrawals are paid in cash and withdrawn amounts may not be recontributed to the Plan.

Your Plan benefit may be allocated to one or more of the following accounts:

<u>Account Name</u>	<u>Type of Contributions</u>
Tax-Deferred Contribution Account	contributions
Employer Matching Account	Matching contributions
Employer Discretionary Contribution Account	Discretionary contributions
Rollover Account	Rolled over contributions
Transfer Account	Separate account for merged plans

A. Age 65 Withdrawals

If you are age 65, you may withdraw all or any portion of your accounts under the Plan without restriction.

B. Age 59½ Withdrawals in-Service Withdrawals

If you are age 59½ or older and are employed by the Company or an adopting subsidiary, you may withdraw without restriction from your Tax-Deferred Contribution Account, Employer Matching Account (if fully vested), Employer Discretionary Contribution Account (if fully vested) and any Rollover Account or Transfer Account, even though you are still employed.

C. Withdrawals Before Age 59½

Before you attain age 59½, you may withdraw without restriction from your Rollover Account. Withdrawals from your Tax-Deferred Contribution Account, Employer Matching Account (if fully vested), Employer Discretionary Contribution Account (if any), and any contributions in a Transfer Account, are available only if you qualify for hardship withdrawal.

D. Hardship Withdrawals

You may apply for a financial hardship withdrawal subject to each of the following conditions:

1. The withdrawal is due to an immediate and heavy financial need (as described below).
2. The withdrawal is necessary to satisfy your financial need (as described below).
3. The amount of the withdrawal may not exceed 100% of the total of (a) the vested balance credited to your Employer Matching and/or Discretionary Contribution Accounts (if any), (b) the balance credited to your Tax-Deferred Contribution Account (excluding earnings credited after 1988) and (c) your Rollover Contribution Account (if any) and your vested Transfer Account (if any).

You may not make any withdrawals from your Tax-Deferred Contribution Account until you have exhausted the right to withdraw or borrow from your Transfer Account, Employer Matching Contribution Account, Employer Discretionary Contribution Account and Rollover Account.

You may take only one hardship withdrawal in any calendar quarter.

If you take a hardship withdrawal from your Tax-Deferred Contribution Account in the calendar quarter, you may not take a subsequent hardship withdrawal from your Employer Matching Contribution Account and Employer Discretionary Contribution Account in the same calendar quarter.

Further, if you take a hardship withdrawal from your Employer Matching Contribution Account and Employer Discretionary Contribution Account in any calendar quarter, you may not take a subsequent hardship withdrawal from your Tax-Deferred Contribution Account in the same calendar quarter.

Immediate and Heavy Financial Need

Only the following expenses will constitute an immediate and heavy financial need:

- Unreimbursed medical expenses which have been incurred by you or your spouse or dependents or are necessary to enable you or your spouse or dependents to obtain medical care.
- Down payment and closing costs for the purchase of your principal residence.
- Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you, your spouse or dependents including graduate school and any approved trade or technical school.
- Payments required to prevent eviction from, or foreclosure on the mortgage or deed of trust on, your principal residence.
- Payment of burial or funeral expenses for your deceased parent, spouse, child or dependent.
- Payment for the expenses for the repair of damage to your principal residence that would qualify as a casualty loss deduction under Code Section 165 (deemed without regard to whether the loss exceeds 10% of the Participant's adjusted gross income).
- Any other deemed immediate and heavy financial need that is permissible under rulings published by the Commissioner of the Internal Revenue.

An expense may be an immediate and heavy financial need even if it is foreseeable or voluntary. The Plan Administrator will make its determination under these standards in a uniform and nondiscriminatory manner and may require you to provide documentation regarding the existence and nature of the need.

Distribution Necessary to Satisfy Need

The Plan Administrator will determine that a financial hardship withdrawal is necessary to satisfy your financial need only if the amount of the withdrawal does not exceed the amount necessary to relieve your particular financial need and you have already obtained all non-hardship distributions and loans available to you under the Plan.

E. Withdrawals on Account of Qualifying Military Leave

If you are performing qualifying military service for more than 30 days, you are treated as having a severance from employment and may therefore take a distribution from your Tax-Deferred Contribution Account in the Plan, to the extent required under applicable law. If you elect to receive a distribution of your Tax-Deferred Contribution Account under this special provision, you may not make any 401(k) tax-deferred contributions to the Plan during the 6-month period beginning on the date of the distribution.

F. Taxation of Withdrawals

Any withdrawal you make from your account(s) is fully taxable as ordinary income in the year paid out. Also, a withdrawal before age 59½ may be subject to a 10% penalty tax. (See page 24 for more information on the 10% penalty tax.)

How to Request a Withdrawal

You may obtain a withdrawal form from the customer service representative at the toll free number provided on the front of this booklet. Fill out the form and return it to the Plan Administrator.

Typically, you will receive your money approximately two weeks from the time that your approved request form is processed. It's important to remember that your Plan account is not a passbook savings account. Because it is designed to be a retirement savings plan, it is not set up for fast withdrawals.

X. PAYMENT OF YOUR ACCOUNTS

A. General Information

Distribution of your benefits will be made in cash or partially in cash and partially in Company's common stock (at your election) in a lump sum payment, as described below.

You may receive the distribution and pay applicable taxes (see the discussion below) or you may roll it over to an individual retirement account or other eligible plan and delay taxation.

B. Termination of Employment

If your employment with either the Company or an adopting subsidiary terminates for any reason, you may receive a distribution of the vested portion of your accounts. If you die before you receive a distribution of your accounts, your beneficiary will receive such amounts. The Voya customer service representative at the toll free number provided can assist you in applying for a distribution.

If your employment with the Company or an adopting subsidiary terminates and your current address and whereabouts are unknown, the Committee will make good faith efforts to locate you. However, if you cannot be located, your vested account balance will be forfeited. If

you are later found or if you make a claim for Plan benefits, your forfeited account will be reinstated, although unadjusted for gains or losses for the period after the forfeiture.

Accounts of \$1,000 or Less

If the total dollar value of your vested accounts is \$1,000 or less, you will automatically receive a lump sum payment of that amount as soon as administratively reasonable after your employment terminates.

Any rollover(s) you may have made to the Plan is included in determining the value of your vested accounts.

Accounts Over \$1,000

If the total dollar value of your vested accounts is over \$1,000, you can elect to take a distribution of that amount in the form of a lump sum payment at any time after your employment terminates. Any rollover you may have made to the Plan is included in determining the value of your vested accounts. If you do not elect to receive a distribution of your vested accounts, your benefits will be paid to you within 60 days of the close of the Plan Year (January 1 to December 31) in which you attain age 65. At that time you may elect to further defer distribution. While your accounts remain in the Plan, they will continue to be subject to the rules and conditions of the Plan as they may change from time to time.

C. Mandatory Age 72 Rule

Federal tax law requires you to begin receiving retirement benefits by April 1 of the calendar year following the later of (1) the calendar year in which you reach age 72 or (2) the calendar year in which you stop working for your employer. If you do not comply with this rule, you will be subject to an excise tax equal to 50% of the distribution you should have received. The IRS holds you responsible for ensuring that your benefits are paid to you as the law requires.

This requirement, however, does not apply to IRAs or to 5% owners. For 5% owners under the Plan, retirement benefits must begin by April 1 of the calendar year following the calendar year in which an individual reaches age 72, even if he or she is still working for the employer.

You should consult your personal tax advisor for a detailed explanation of how this federal requirement affects you and how it applies to any IRA accounts you may have.

D. Choosing a Beneficiary

If you die before receiving your distribution, it will be paid to your beneficiary. Your beneficiary can be anyone you choose. If you are married and you wish that your spouse not be your sole primary beneficiary, you must obtain your spouse's written, witnessed consent to the designation of someone else as the primary beneficiary. Your spouse's signature on the consent must be witnessed by a notary. If you do not obtain the proper spousal consent, your surviving spouse will receive any vested amounts that remain in your account(s) upon your death.

If you designate your spouse as beneficiary and you subsequently divorce, the designation of your spouse shall be deemed null and void under the Plan. If you wish to name your former spouse as your beneficiary once you divorce, you must complete a new beneficiary designation.

You may change your choice of beneficiary at any time subject to the spousal consent rules by completing a Beneficiary Designation Form and filing it with the Plan Administrator. If you do not have a beneficiary when you die, your account will be paid to your children, parents, brothers and sisters, or if none, your estate.

XI. FEDERAL INCOME TAX EFFECTS

A. General

Contributions to your accounts and generally, the earnings thereon, are exempt from taxation until they are withdrawn or distributed to you or your beneficiary in accordance with the provisions of the Plan.

B. Company Stock

If your lump sum distribution includes Company stock, an additional tax rule applies. Under this tax rule, you have the option of deferring the tax on the “net unrealized appreciation” of Company stock if you receive your distribution stock instead of cash. If you receive stocks, you can elect to be taxed on the net unrealized appreciation when the stock actually sold.

Net unrealized appreciation is generally the increase in value of Company stock while it is held in the Plan on your behalf. For example, if the cost to purchase Company stock was \$1,000 and the stock is worth \$1,200 when you receive your distribution, you would not have to pay tax on the \$200 increase in value until the time you actually sell the stock.

You may elect not to have this special rule apply to the net unrealized appreciation of your stock. In this case, the net unrealized appreciation will be taxed in the year you receive the stock unless it is rolled over to a rollover IRA or another employer plan as described below.

C. 10% Additional Excise Tax

The taxable portion of your distribution will be subject to an additional 10% tax unless at least one of the following circumstances applies to your distribution:

- You are at least 59½ at the time of the payout.
- You roll over the taxable portion of your account balance into an Individual Retirement Account or Annuity (IRA) or other eligible plan within 60 days of receiving the money or share. You may transfer this amount to another employer’s plan, if your new employer’s plan permits this.
- Your Plan balance is paid to you (or your beneficiary) because you become totally and permanently disabled or because of your death.

- The distribution is made to an alternate payee under a “qualified domestic relations order” related to a divorce settlement.

D. Direct Rollover

You may choose a direct rollover of all or any portion of your distribution that is an *eligible rollover distribution*. In general, a Plan distribution is an eligible rollover distribution unless it is a periodic payment, a hardship withdrawal, or a required distribution from the Plan. If you have questions regarding the status of a rollover distribution, consult your tax advisor.

In a direct rollover, the eligible rollover distribution is paid directly from the Plan to a plan that is eligible to receive direct rollovers such as an IRA, another employer’s eligible plan that accepts rollovers, a tax sheltered annuity under Code Section 403(b), or an eligible deferred compensation plan of a governmental entity. If you choose a direct rollover, you are not taxed on the distribution until you withdraw it from the IRA or the eligible plan.

Income tax withholding does not apply to a direct rollover.

E. Sixty-Day Rollover Option

If you have an eligible rollover distribution paid directly to you, you can still decide to roll over all or a portion of it to an IRA or to another eligible plan that accepts rollovers, but **you must make the rollover within 60 days after you receive the distribution**. That portion of your distribution that is rolled over will not be taxed until you withdraw it from the IRA or the eligible plan.

You can roll over up to 100% of eligible rollover distribution, including an amount equal to the 20% withholding discussed below. If you choose to roll over 100%, you must use money from another source to replace the 20% that was withheld from your eligible rollover distribution.

F. Rollovers by Beneficiaries

If you die and your beneficiary is someone other than your surviving spouse, he or she is not entitled to roll over the distribution to an ordinary IRA or to another employer’s eligible retirement plan and will receive this payment directly (with 20% federal income tax withholding taken), unless he or she elects to roll over the distribution to an “inherited IRA”. However, if your spouse is your beneficiary, he or she may roll over a distribution to another employer’s eligible retirement plan or an IRA.

G. Income Tax Withholding

Sixty-Day Rollover Option

If any portion of your distribution is an eligible rollover distribution, the Plan Administrator is required by law to withhold 20% of that amount; this 20% is sent to the IRS as income tax withholding. For example, if your eligible rollover distribution is \$10,000, only \$8,000 will be paid to you because the Plan Administrator must withhold \$2,000. When you

prepare your income tax return for the year, you will report the full \$10,000 as a distribution from the Plan. You will report the \$2,000 as tax withheld; this amount will be credited against any income tax you owe for the year.

Voluntary Withholding

The mandatory 20% withholding rules described above do not apply to any portion of your distribution that is not an eligible rollover distribution but is taxable. Therefore, you may elect to not have withholding apply to that portion. If you choose to elect out of withholding, see the Plan Administrator for a Withdrawal Request Form and related information for payments that are not eligible rollover distributions.

The information presented in this section is not meant as tax advice; it merely reflects the tax laws in effect at the time this Summary Plan Description was prepared. You should seek the advice of a qualified tax advisor for more specific information.

Further Information and Assistance

For more information, refer to IRS Publication 575 (“Pension and Annuity Income”) and Publication 590 (“Individual Retirement Arrangements”). These publications may be obtained by contacting your local IRS office or by completing the order form that appears in the instruction booklet you receive with your federal income tax return (IRS Form 1040 series). Also, you may call 1-800-TAX-FORM (1-800-829-3676). If you have access to a computer, modem and printer, you can obtain Publications 590 or 575 by “downloading” and printing the publication files from the World Wide Web (<http://www.irs.ustreas.gov>), or the IRS’ FTP site (<http://ftp.irs.ustreas.gov>). You also are encouraged to seek the advice of a qualified tax adviser for the answers to any specified questions.

H. State and Local Tax Effects

The income tax treatment of distributions from qualified plans such as the Plan varies from state to state. You should contact your state or local tax authorities to obtain information about the taxability of your distribution, or seek the advice of a special tax adviser.

Special rules may apply if you reside in one state at the time contributions are made and you reside in a different state at the time you receive a distribution from the Plan.

XII. OTHER IMPORTANT INFORMATION

Official Plan Document Controls

This SPD is a summary of the major provisions of the official Plan document. It does not contain all of the detailed provisions of the Plan. If there is any difference between the information presented here and the Plan document, the Plan document will govern for all purposes, including the determination of the benefits to which you will be entitled. If you would like to review the Plan document, please contact the Plan Administrator.

Amendment or Termination of Plan

The Company intends to continue the Plan indefinitely, but has reserved the right to amend or terminate the Plan, in whole or in part, at any time and for any reason. The Company also has the right to suspend temporarily or discontinue completely employer contributions under the Plan. Moreover, the Company may be required to amend the Plan as the result of changes in the federal income tax law or in order to preserve the favorable tax treatment accorded to contributions to and benefits payable from the Plan. If the Plan is terminated or contributions are discontinued completely, each Plan participant automatically will become 100% vested in his or her Plan account(s).

Administration of the Plan

The Plan is administered by the Company through the Administrative Committee. The members of the Administrative Committee are appointed by the Company and serve at the pleasure of the Company. The Administrative Committee shall have the power and authority in its sole, absolute discretion to control and manage the operation and administration of the Plan, and to interpret the provisions of the Plan.

No Assignment or Pledge of Plan Benefits

Your Plan benefits are intended to be reserved solely for you or your beneficiary. Therefore, they cannot be transferred to anyone else or used as security for a loan. However, Plan benefits may become payable to spouses, former spouses, children or other dependents under qualified court orders made pursuant to domestic relations laws.

No Effect on Employment

Participation in the Plan does not affect the terms and conditions of your employment, nor does it confer any right to continued employment. The Plan is not an employment contract between you and the Company or an adopting employer. The Company or an adopting employer, as applicable, retains the right to end the employment of any employee at any time, with or without cause.

No Restrictions on Resale of Distributed Shares

There are no restrictions imposed by the Plan on the resale of shares of the Company's common stock distributed to you or your beneficiary from any of your Plan accounts.

Funds Held by Plan Trustee

Your contributions and matching and/or profit sharing contributions (if any) are invested and held by the Plan Trustee. The assets of the Plan trust are separate from the assets of the Company and cannot be reached by the creditors of the Company.

The Plan Administrator is responsible for establishing the rules for keeping track of contributions and investment earnings and losses. The Plan Administrator may modify these accounting rules from time to time, but the rules will be applied to participants on a uniform and

nondiscriminatory basis. Please contact the Plan Administrator if you have any questions concerning the management of your accounts.

XIII. ERISA PROVISIONS

A. Claim Review Procedures

1. Initial Claim

If you are entitled to benefits under the Plan, you need not make a claim to the Administrative Committee in order to receive your benefits. However, if you disagree with the information or computations in connection with any of your benefits, you may make a claim to the Administrative Committee. This claim should be in the form of a letter stating why you disagree and should include all facts and information you want the Administrative Committee to consider. You will be advised of the acceptance or rejection of your claim within 90 days (or 45 days if the claim relates to disability) after your claim is received, unless special circumstances require an extension of time for processing the claim. If the Administrative Committee requires an extension, written notice of the extension will be furnished to you prior to the end of the initial 90-day period (or 45-day period if the claim relates to disability). The extension will not exceed an additional period of 90 days (or 30 days if the claim relates to disability). The extension notice from the Administrative Committee will state the special circumstances requiring the extension of time and the date by which the Administrative Committee expects to make a final decision.

If your claim is denied, it must be denied in writing and the denial must state in detail the specific reasons for the denial, the specific Plan provisions upon which the denial is based, any additional material or information which you may provide which would entitle you to the benefits you claim, and an explanation of why such material or information is necessary. The notice of denial must also explain the steps to be taken if you or your beneficiary wishes to submit a claim for review.

The Administrative Committee has the sole discretion to decide all issues of fact or law. Any decision by the Administrative Committee that does not constitute an abuse of discretion must be upheld by a court of law.

2. Request for Review of Denied Claim

If you choose to submit a claim for review by the Administrative Committee, then within 60 days after the date your claim is denied, you or your authorized representative must make a written request to the Administrative Committee for review. Your request for review of your denied claim should include a statement of the reasons your claim should be allowed.

You or your representative may examine any documents the Administrative Committee has in its files and will use in reaching a decision, and you may also submit additional written comments to the Administrative Committee that support your claim.

The Administrative Committee will advise you of its decision in writing within 60 days (or 45 days if your claim relates to disability) following receipt of your request for review, unless

special circumstances require an extension of time for processing. If an extension is necessary, a decision will be made as soon as possible, but not later than 120 days (or 90 days if your claim relates to disability) after the Administrative Committee receives your request for review.

If an extension of time for review is required because of special circumstances, written notice of the extension and the Administrative Committee's reasons for needing more time will be furnished to you prior to the commencement of the extension. The decision on review will be in writing and will include specific reasons for the decision, as well as specific references to the plan provisions upon which the decision is based. The decision of the Administrative Committee will be final and will be subject to no further appeal or review.

B. Your Rights as a Participant

The Plan is subject to all of the provisions of the federal Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Pursuant to ERISA, the Pension Benefit Guaranty Corporation ("PBGC"), a federal agency, insures certain benefits provided under defined benefit pension plans. The benefits under this Plan are not insured by the PBGC because ERISA specifically excludes from coverage all "individual account plans" such as this Plan.

As a participant in the Plan, you are entitled to certain rights and protections under ERISA, including:

1. Receive Information About Your Plan and Benefits

- i. The right to examine, without charge, all documents governing the Plan. These include copies of the Plan, the prospectuses for the investment funds available under the Plan and copies of all documents filed by the Plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents include detailed annual reports (IRS Form 5500) and Plan descriptions. (These documents are kept on file by the Plan Administrator.)
- ii. The right to obtain your own copies of all Plan documents and other Plan information by submitting a written request to the Plan Administrator. The Administrative Committee may make a reasonable charge for the copies.
- iii. The right to receive a summary of the Plan's annual financial report free. The Administrative Committee is required by law to furnish each participant with a copy of this summary financial report.
- iv. The right to obtain a statement telling you whether you have a right to receive a distribution from the Plan when you leave the Company at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stopped working now. If your Company matching and/or profit sharing contribution accounts (if any) have not yet vested, the statement will tell you how many more years you must work before they vest. This statement must be requested in writing and is not required by law to be given more than once every twelve (12) months. The Plan Administrator must provide the statement free of

charge. (You will receive quarterly statements of your accounts, including your account balance and your vested benefits, under the Plan.)

2. Prudent Actions by Plan Fiduciaries.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people are called the “fiduciaries” of the Plan. They have a duty to operate the Plan prudently and in the interests of all Plan participants and beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

3. Enforce Your Rights.

If your claim for a benefit under the Plan is denied or ignored (in whole or in part), you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. See page 25 for more information about the Plan’s claim procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report for the Plan from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent for reasons beyond the Plan Administrator’s control. If you have a claim for benefits that is ignored or denied, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that the Plan’s fiduciaries misuse the Plan’s assets, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

In any case, the court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the related costs and fees. If you lose, the court may order you to pay these costs, if (for example) the court finds your claim was frivolous.

If you have any questions about this statement or about your rights under the Plan or under ERISA, you should contact the Plan Administrator, or the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

XIV. IMPORTANT NAMES, ADDRESSES AND NUMBERS

Name of Plan:	Central Garden & Pet Company Investment Growth Plan
Employer/Plan Sponsor:	Central Garden & Pet Company
Address:	1340 Treat Blvd., Suite 600 Walnut Creek, California 94597
Telephone Number:	(925) 984-4000
Plan Administrator:	The Plan is administered by the Administrative Committee appointed by the Company.
Address:	1340 Treat Blvd., Suite 600 Walnut Creek, California 94597
Telephone:	(925) 984-4000
Employer Identification Number	68-0275553
Plan Number:	001
Type of Plan:	The Plan is a defined contribution plan which is qualified for tax purposes as a profit-sharing plan and includes a cash or deferred arrangement.
Agent for Service of Legal Process:	Plan Administrator (see above). Service of legal process also may be made on the Plan Trustee (see below).
Plan Trustee:	Voya Institutional Trust Company P.O. Box 3015 New York, NY 10116-3015
Plan Year:	January 1 to December 31

XV. THE COMPANY STOCK FUND: THE PROSPECTUS

THE INFORMATION IN THIS SECTION, IN ADDITION TO THE OTHER INFORMATION IN THE SUMMARY PLAN DESCRIPTION, CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED BY CENTRAL GARDEN & PET COMPANY UNDER THE SECURITIES ACT OF 1933.

ELIGIBILITY TO PARTICIPATE

CONTRIBUTIONS

YOUR INVESTMENT CHOICES

TAX ADVANTAGES OF THE PLAN

WITHDRAWALS

PAYMENT OF YOUR ACCOUNTS

LIMITS ON CONTRIBUTIONS

FEDERAL INCOME TAX EFFECTS

ADDITIONAL INFORMATION

IMPORTANT NAMES, ADDRESSES AND NUMBERS

No person has been authorized to give any information or to make any representations in connection with this offering other than those contained in this document. If given or made, such representations must not be relied upon as having been authorized by Central Garden & Pet Company. This document shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of any such jurisdiction.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This document is qualified in its entirety by reference to the provisions of the Central Garden & Pet Company Investment Growth Plan, a copy of which may be obtained without charge upon oral or written request to:

Central Garden & Pet Company
ATTN: Plan Administrator
1340 Treat Boulevard, Suite 600
Walnut Creek, CA 94597; telephone (925) 984-4000

The effective date of this Summary Plan Description/Prospectus is January 1, 2021.

Introduction

This document contains information relating to shares of the Class A Common Stock (the “Class A Common Stock”) of Central Garden & Pet Company (the “Company”) which may be purchased under the Plan.

The Company and the Plan have filed with the Securities and Exchange Commission (the “Commission”) a registration statement on Form S-8 (together with all amendments, post-effective amendments and supplements thereto, collectively referred to as the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”), with respect to the issuance and acquisition of securities pursuant to the terms of the Plan. The Company and the Plan are also subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith file periodic reports and other information with the Commission.

The Plan Sponsor

The Plan Sponsor is Central Garden & Pet Company. This Summary Plan Description also contains information about the Plan Sponsor, its administrators and the participating employers under the Plan. Additional information concerning the Plan and the administrators may be obtained by contacting:

Plan Administrator
Central Garden & Pet Company
1340 Treat Boulevard, Suite 600
Walnut Creek, CA 94597
Telephone: (925) 984-4000

Investments Under The Plan

a. General

In addition to the mutual funds available under the Plan, the Central Garden & Pet Company Class A Common Stock Fund is an investment option available to you. This fund is invested in shares of Class A Common Stock of the Company. For liquidity purposes, a small portion of the fund’s assets may be invested in short-term money market instruments. As a result, the unit price will not be exactly the same as the share price. Below is information about the Central Garden & Pet Company Class A Common Stock (the “Class A Common Stock”).

Investment management fees, including brokerage fees and commissions on the purchase and sale of securities and other related portfolio management expenses will be paid from assets of, and applied against the investment performance of, the respective investment funds. Brokerage fees and commissions on the open market purchase and sale of the Class A Common Stock will be charged to your account. General expenses of operating and administering the Plan are currently paid by the Company.

While the Plan offers a variety of investment choices, not all of them may be suitable for all Participants. The selection of the investment options in which to invest will be your

responsibility. Neither the Plan Administrator, the Company, the Plan trustee (the “Trustee”), nor any of the Officers, Directors or supervisors of the Company nor anyone else associated with the Plan are authorized or permitted to advise you as to the selection of any option or the manner in which your Plan accounts are to be invested. Additionally, the fact that the Class A Common Stock will be available to you for investment under the Plan should not be construed as a recommendation for the purchase, through the Plan, of that security.

Investments in the available options are not deposits or obligations of, nor guaranteed by, any depository institution. Shares of stock held in these funds are not insured by the FDIC, the Federal Reserve Board or any other agency. Investments in these funds are subject to investment risk, including the possible loss of principal.

b. Description of the Class A Common Stock Fund

At your direction, your and employer matching contributions made to the Plan will be invested in the Class A Common Stock Fund. Class A Common Stock has all the same rights as Company Common Stock, except that it does not vote unless required under Delaware law. You may transfer assets credited to your account into or out of the Class A Common Stock Fund. Any dividends on the Class A Common Stock in the Class A Common Stock Fund will be reinvested and used to purchase additional shares. Cash in the Class A Common Stock Fund awaiting investment in Class A Common Stock will be invested in a short-term money market fund.

If the Company makes the employer matching contribution in Company stock, that stock will be Class A Common Stock. Any Class A Common Stock contributed to the Plan by the Company as matching contributions will be credited to the Class A Common Stock Fund and units in the Class A Common Stock Fund will be credited to your matching contribution account. You may direct the Trustee to sell units in the Class A Common Stock Fund and invest the proceeds in one of the other funds available under the Plan. Similarly, you may direct the Trustee to sell units in another fund and invest the proceeds in the Class A Common Stock Fund. The Trustee will acquire Class A Common Stock from the Company and may acquire Class A Common Stock on the open market and/or sell Class A Common Stock to the Company or on the open market in its sole discretion.

No brokerage fees or commissions will be charged by the Company if Class A Common Stock is acquired from the Company. Any purchases will be executed on the transaction date at the closing price of the Class A Common Stock on the previous day as reported on NASDAQ. Stock will be acquired from the Company only as contributions are made to the Plan. All other purchases and sales resulting from investment directions, the reinvestment of dividends or the acquisition of whole shares from funds awaiting investment in the Class A Common Stock Fund will be executed in the open market through a broker selected by the Trustee. Brokerage fees and commissions will be incurred.

You may invest in the Class A Common Stock Fund up to the amount of your account balance and continue this investment as long as you have an eligible account in the Plan and the Class A Common Stock Fund is offered as an investment option. You may elect to change the amount invested in the Class A Common Stock Fund daily through the use of the toll free

number (telephone number: 1-800-584-6001) in the same manner as any other investment option offered under the Plan.

Distributions From the Company Stock Fund

When you terminate your employment or request a distribution of your account, you may choose to receive either stock, representing the value of your account (subject to a minimum number of units established by the Plan's Administrative Committee) or cash. Fractional units will be paid in cash.

c. Investment Performance of the Central Garden & Pet Company Class A Common Stock Fund

The Class A Common Stock began trading on the open market on February 6, 2007.

You should be aware that an investment in a single stock is generally more risky than investing in a broadly diversified group of stocks. The market price for the Class A Common Stock may be volatile and may be significantly affected by, among other things, the depth and liquidity of the market for the Class A Common Stock, investors' perceptions of the Company and general economic and market conditions.

Responsibility Of Trustee To Vote Shares

Pursuant to the Plan, the Board has appointed ING National Trust as the Trustee. However, the Class A Common Stock is a non-voting common stock. The Class A Common Stock has all the same rights as common stock, except that it does not vote unless required under Delaware law.

Resale of Shares of Class A Common Stock Acquired Pursuant to the Plan

Officers of the Company or those otherwise deemed, under applicable rules and regulations of the Commission, to be in a position to control the Company may reoffer or resell shares acquired pursuant to the Plan only in connection with a separate registration statement which has been declared effective under the Securities Act or pursuant to an available exemption under the Securities Act, including the exemption provided by Rule 144 or any successor provisions thereunder ("Rule 144"), subject to certain limitations set forth in Rule 144 but without regard to the one-year holding period provided for under Rule 144. The Company has no obligation to file or have declared effective any registration statement in connection with the resale of any securities acquired pursuant to the Plan. Employees of the Company who have acquired shares of Company Stock, pursuant to the Plan, should consult with the legal counsel of the Company or their own legal counsel to ascertain whether or not their position within the Company or percent of Company Stock holdings requires compliance with the resale restrictions described above.

Incorporation of Certain Documents by Reference

This Supplement incorporates by reference the following documents filed with the Commission by the Company:

- (a) the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2006, filed pursuant to the Exchange Act;
- (b) the Company's Quarterly Report on Form 10-Q for the quarter ended December 30, 2006;
- (c) the Company's Current Reports on Form 8-K filed December 7, 2006, January 9, 2007, January 22, 2007, February 7, 2007, February 20, 2007 and March 20, 2007 (except for any portions of such reports that are deemed "furnished" rather than filed).
- (d) the description of the Class A Common Stock, included in the Company's Registration Statement on Form 8-A, File No. 001-33268, dated January 24, 2007.

All reports filed by the Company subsequent to the date hereof pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Summary to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Summary.

THE COMPANY WILL PROVIDE WITHOUT CHARGE, UPON WRITTEN OR ORAL REQUEST, A COPY OF ANY OR ALL OF THE FOREGOING DOCUMENTS INCORPORATED HEREIN BY REFERENCE (OTHER THAN EXHIBITS TO SUCH DOCUMENTS). IN ADDITION, THE COMPANY WILL PROVIDE ALL DOCUMENTS REQUIRED TO BE DELIVERED TO PARTICIPANTS PURSUANT TO RULE 428(b) OF THE SECURITIES ACT. REQUESTS FOR SUCH DOCUMENTS SHOULD BE DIRECTED TO:

Office of the Chief Financial Officer
Central Garden & Pet Company
1340 Treat Blvd., Suite 600
Walnut Creek, CA 94597, (925) 283-4573

IF YOU NEED COPIES OF THE PLAN DOCUMENT, THE SUMMARY PLAN DESCRIPTION, ANY SUPPLEMENTS THERETO, INFORMATION ABOUT THE AVAILABLE INVESTMENT FUNDS, OR INFORMATION CONCERNING THE PLAN AND ITS ADMINISTRATORS, PLEASE CALL OR WRITE THE PLAN ADMINISTRATOR.

APPENDIX A
Imputed Service Credit

Imputed service credit is granted for eligibility and vesting purposes from the date an employee became employed by a prior company or subsidiary shown on the chart below. Notwithstanding the above, such an employee must have: (1) been employed by the prior company or subsidiary on the date specified in the column below, and (2) been employed by a member of the controlled group of corporations which includes the Company as of the date following the date shown on the chart below. Only Years of Service which would be recognized under the provisions of the Plan if worked for the Company will be recognized. All service credit is granted subject to the otherwise applicable provisions of the Plan, including the loss of service provisions of the Plan.

Prior Company/Subsidiary-Name	Applicable Date
A & D Manufacturing LLC	2/16
All-Glass Aquarium	9/00
Amerpet	4/93
Anapet	10/93
ASU	12/93
Breeders Choice	2/06
Cal Liquid	11/90
Central Garden Sales	1985
Central Garden Supply	1980
Central Garden Supply of So. Calif.	1987
CGS Distributing	3/93
Country Pet Supply	2/97
Dallas Manufacturing Company	11/15
Esco Distributors	5/94
Ezell Nursery Supply, Inc.	5/97
Farnam Companies, Inc.	2/06
Four Paws Products, Ltd.	1/97
Grant Laboratories	1993
Greenit Turf	3/93
Howard Johnson Enterprises, Inc.	2/28/2011
Hydro-Organics Wholesale, Inc.	9/15
IMS Pet Industries, Inc.	7/15
JFK Products	1999
Kaytee Products, Inc.	12/97
Kenlin Pet Supply	7/96
Kent Marine	1/04
Longhorn Pet Supply	7/96
Matthews Redwood	8/90
New England Pottery	1/04
Norcal Pottery Products	1/99
Patio Products	1/99

Pendleton Enterprises	10/93
Pennington Seed, Inc. and Subsid.	2/98
Pets International	6/05
Rumford Aquarium	1994
Source One	1993
TFH Publications, Inc.	12/97
Tony's Gas & Chemical House	5/94
Valley Pet Supply	4/95
Wellmark International	5/97
Weyerhaeuser Garden Supply Co.	1990

Please contact the Plan Administrator for more information.