

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

-----  
CENTRAL GARDEN & PET COMPANY  
(Exact name of issuer as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation or organization)

68-0275553  
(I.R.S. employer  
identification number)

3697 Mt. Diablo Boulevard, Lafayette, California 94549  
(Address of principal executive offices) (Zip Code)

CENTRAL GARDEN & PET COMPANY  
EMPLOYEE STOCK PURCHASE PLAN  
(Full title of the plan)

William E. Brown  
Central Garden & Pet Company  
3697 Mt. Diablo Boulevard, Lafayette, California 94549  
(Name and address of agent for service)

Telephone number, including area code, of agent for service: (510) 283-4573

Copy to:  
John F. Seegal, Esq.  
Orrick, Herrington & Sutcliffe  
400 Sansome Street  
San Francisco, California 94111

CALCULATION OF REGISTRATION FEE

<TABLE>  
<CAPTION>

Proposed Title of Securities to be Registered	Proposed Maximum Amount to be Registered	Maximum Offering Price Per Share*	Aggregate Offering Price*	Amount of Registration Fee*
<S> Common Stock	<C> 400,000 shares	<C> \$19.375	<C> \$7,750,000	<C> \$2,348.49

</TABLE>

\* Estimated solely for the purpose of calculating the registration fee on the basis of \$19.375 per share, the average of the high and low prices for the Common Stock on April 28, 1997 as reported by NASDAQ.

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents are incorporated by reference in this registration statement: (i) the latest annual report of Central Garden & Pet Company (the "Company") filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) all reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Company's latest annual report; and (iii) the description of the Company's common stock set forth in the Company's Registration Statement on Form 8-A relating thereto, including any amendment or report filed for the purpose of updating such description. All documents filed by the Company after the date of this registration statement pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment (that indicates all securities offered have been sold or deregisters all securities then remaining unsold), shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES

Inapplicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Inapplicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's Certificate of Incorporation provides that its directors will not be liable to the Company or its stockholders for monetary damages for breaches of fiduciary duty, to the fullest extent permitted by law. This provision is intended to allow the Company's directors the benefit of the Delaware General Corporation law which provides that directors of Delaware corporations may be relieved of monetary liability for breaches of their fiduciary duty of care except under certain circumstances, including breach of the duty of loyalty, acts or omissions not in good faith or involving intentional misconduct or known violation of law or any transaction from which the director derived an improper personal benefit.

The Company has entered into separate indemnification agreements with each of the directors and executive officers, whereby the Company agrees, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers, to advance their expenses

2

incurred as a result of any proceeding against them as to which they could be indemnified, and to obtain directors' and officers' insurance if available at reasonable terms.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Inapplicable.

ITEM 8. EXHIBITS

4.1 Central Garden & Pet Company Employee Stock Purchase Plan.

5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.

23.1 Independent Auditors' Consent.

23.2 Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such

3

post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of

determining any liability under the Securities Act of 1933 each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of the Plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

4

Signatures

THE REGISTRANT

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lafayette, State of California on the 30th day of April, 1997.

Central Garden & Pet Company  
(Registrant)

/s/ William E. Brown

-----  
William E. Brown  
Chairman of the Board  
and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
-----------	-------	------

Principal Executive Officer:

/s/ William E. Brown ----- William E. Brown	Chairman of the Board and Chief Executive Officer	April 30, 1997
---	---	----------------

Principal Financial Officer and  
Accounting Officer:

/s/ Robert B. Jones ----- Robert B. Jones	Vice President and Chief Financial Officer	April 30, 1997
---	--	----------------

5

Directors:

/s/ William E. Brown ----- William E. Brown	Director	April 30, 1997
---	----------	----------------

-----  
Director \_\_\_\_\_, 1997

Lee D. Hines, Jr.

/s/ Daniel Hogan  
----- Director April 30, 1997  
Daniel Hogan

/s/ Glenn W. Novotny  
----- Director April 30, 1997  
Glenn W. Novotny

A majority of the members of the Board of Directors.

6

EXHIBIT INDEX

- 4.1 Central Garden & Pet Company Employee Stock Purchase Plan.
- 5.1 Opinion of Orrick, Herrington & Sutcliffe LLP.
- 23.1 Independent Auditors' Consent.
- 23.2 Consent of Orrick, Herrington & Sutcliffe LLP is included in Exhibit 5.1.

7

CENTRAL GARDEN & PET COMPANY  
EMPLOYEE STOCK PURCHASE PLAN

SECTION 1  
PURPOSE

Central Garden & Pet Company hereby establishes the Central Garden & Pet Company Employee Stock Purchase Plan, effective as of March 31, 1997, in order to provide eligible employees of the Company and its participating Subsidiaries with the opportunity to purchase Common Stock through payroll deductions. The Plan is intended to qualify as an employee stock purchase plan under Section 423(b) of the Code.

SECTION 2  
DEFINITIONS

2.1 "1934 Act" means the Securities Exchange Act of 1934, as amended.  
-----

Reference to a specific Section of the 1934 Act or regulation thereunder shall include such Section or regulation, any valid regulation promulgated under such Section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such Section or regulation.

2.2 "Board" means the Board of Directors of the Company.  
-----

2.3 "Code" means the Internal Revenue Code of 1986, as amended.  
-----

Reference to a specific Section of the Code or regulation thereunder shall include such Section or regulation, any valid regulation promulgated under such Section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such Section or regulation.

2.4 "Committee" shall mean the committee appointed by the Board to  
-----

administer the Plan. Any member of the Committee may resign at any time by notice in writing mailed or delivered to the Secretary of the Company. As of the effective date of the Plan, the Committee shall be administered by the Compensation Committee of the Board.

2.5 "Common Stock" means the common stock of the Company.  
-----

2.6 "Company" means Central Garden & Pet Company, a Delaware corporation.  
-----

1

2.7 "Compensation" means a Participant's base salary or regular wages  
-----

(including sick pay and vacation pay). The Committee, in its discretion, may (on a uniform and nondiscriminatory basis) establish a different definition of Compensation prior to an Enrollment Date for all options to be granted on such Enrollment Date.

2.8 "Eligible Employee" means every Employee of an Employer, except (a)  
-----

any Employee who immediately after the grant of an option under the Plan, would own stock and/or hold outstanding options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any Subsidiary of the Company (including stock attributed to such Employee pursuant to Section 424(d) of the Code), or (b) as provided in the following sentence. The Committee, in its discretion, from time to time may, prior to an Enrollment Date for all options to be granted on such Enrollment Date, determine (on a uniform and nondiscriminatory basis) that an Employee shall not be an Eligible Employee if he or she: (1) has not completed at least two years of service since his or her last hire date (or such lesser period of time as determined by the Committee in its discretion), (2) customarily works not more than 20 hours per week, (3) customarily works not more than 5 months per calendar year, or (4) is an officer or other manager.

2.9 "Employee" means an individual who is a common-law employee of any  
-----

Employer, whether such employee is so employed at the time the Plan is adopted or becomes so employed subsequent to the adoption of the Plan.

2.10 "Employer" or "Employers" means any one or all of the Company and  
-----

those Subsidiaries which, with the consent of the Board, have adopted the Plan.

2.11 "Enrollment Date" means such dates as may be determined by the  
-----  
Committee (in its discretion and on a uniform and nondiscriminatory basis) from  
time to time.

2.12 "Grant Date" means any date on which a Participant is granted an  
-----  
option under the Plan.

2.13 "Participant" means an Eligible Employee who (a) has become a  
-----  
Participant in the Plan pursuant to Section 4.1 and (b) has not ceased to be a  
Participant pursuant to Section 8 or Section 9.

2.14 "Plan" means the Central Garden & Pet Company Employee Stock Purchase  
-----  
Plan, as set forth in this instrument and as hereafter amended from time to  
time.

2

2.15 "Purchase Date" means such dates as may be determined by the  
-----  
Committee (in its discretion and on a uniform and nondiscriminatory basis) from  
time to time prior to an Enrollment Date for all options to be granted on such  
Enrollment Date.

2.16 "Subsidiary" means any corporation in an unbroken chain of  
-----  
corporations beginning with the Company if each of the corporations other than  
the last corporation in the unbroken chain then owns stock possessing fifty  
percent (50%) or more of the total combined voting power of all classes of stock  
in one of the other corporations in such chain.

### SECTION 3 SHARES SUBJECT TO THE PLAN

3.1 Number Available. A maximum of 400,000 shares of Common Stock shall  
-----  
be available for issuance pursuant to the Plan. Shares sold under the Plan may  
be newly issued shares or treasury shares.

3.2 Adjustments. In the event of any reorganization, recapitalization,  
-----  
stock split, reverse stock split, stock dividend, combination of shares, merger,  
consolidation, offering of rights or other similar change in the capital  
structure of the Company, the Board may make such adjustment, if any, as it  
deems appropriate in the number, kind and purchase price of the shares available  
for purchase under the Plan and in the maximum number of shares subject to any  
option under the Plan.

### SECTION 4 ENROLLMENT

4.1 Participation. Each Eligible Employee may elect to become a  
-----  
Participant by enrolling or re-enrolling in the Plan effective as of any  
Enrollment Date. In order to enroll, an Eligible Employee must complete, sign  
and submit to the Company an enrollment form in such form, manner and by such  
deadline as may be specified by the Committee from time to time (in its  
discretion and on a nondiscriminatory basis). Any Participant whose option  
expires and who has not withdrawn from the Plan automatically will be re-  
enrolled in the Plan on the Enrollment Date immediately following the Purchase  
Date on which his or her option expires.

4.2 Payroll Withholding. On his or her enrollment form, each Participant  
-----  
must elect to make Plan contributions via payroll withholding from his or her  
Compensation. Pursuant to such procedures as the Committee may specify from  
time to time, a Participant may elect to have withholding equal to a whole

3

percentage from 1% to 15% (or such lesser percentage that the Committee may  
establish from time to time for all options to be granted on any Enrollment  
Date). A Participant may elect to increase or decrease his or her rate of  
payroll withholding by submitting a new enrollment form in accordance with such  
procedures as may be established by the Committee from time to time. A  
Participant may stop his or her payroll withholding by submitting a new  
enrollment form in accordance with such procedures as may be established by the  
Committee from time to time. In order to be effective as of a specific date, an  
enrollment form must be received by the Company no later than the deadline

specified by the Committee, in its discretion and on a nondiscriminatory basis, from time to time. Any Participant who is automatically re-enrolled in the Plan will be deemed to have elected to continue his or her contributions at the percentage last elected by the Participant.

SECTION 5  
OPTIONS TO PURCHASE COMMON STOCK

5.1 Grant of Option. On each Enrollment Date on which the Participant  
-----  
enrolls or re-enrolls in the Plan, he or she shall be granted an option to purchase shares of Common Stock.

5.2 Duration of Option. Each option granted under the Plan shall expire on  
-----  
the earliest to occur of (a) the completion of the purchase of shares on the last Purchase Date occurring within 27 months of the Grant Date of such option, (b) such shorter option period as may be established by the Committee from time to time prior to an Enrollment Date for all options to be granted on such Enrollment Date, or (c) the date on which the Participant ceases to be such for any reason. Until otherwise determined by the Committee for all options to be granted on an Enrollment Date, the period referred to in clause (b) in the preceding sentence shall mean the period from the applicable Enrollment Date through the last business day prior to the immediately following Enrollment Date.

5.3 Number of Shares Subject to Option. The number of shares available  
-----  
for purchase by each Participant under the option will be established by the Committee from time to time prior to an Enrollment Date for all options to be granted on such Enrollment Date. In addition and notwithstanding the preceding, an option (taken together with all other options then outstanding under this Plan and under all other similar employee stock purchase plans of the Employers) shall not give the Participant the right to purchase shares at a rate which accrues in excess of \$25,000 of fair market value at the applicable Grant Dates of such shares in any calendar year during which such Participant is enrolled in the Plan at any time.

4

5.4 Other Terms and Conditions. Each option shall be subject to the  
-----  
following additional terms and conditions:

- (a) payment for shares purchased under the option shall be made only through payroll withholding under Section 4.2;
- (b) purchase of shares upon exercise of the option will be accomplished only in accordance with Section 6.1;
- (c) the price per share under the option will be determined as provided in Section 6.1; and
- (d) the option in all respects shall be subject to such other terms and conditions (applied on a uniform and nondiscriminatory basis), as the Committee shall determine from time to time in its discretion.

SECTION 6  
PURCHASE OF SHARES

6.1 Exercise of Option. Subject to Section 6.2, on each Purchase Date,  
-----  
the funds then credited to each Participant's account shall be used to purchase whole shares of Common Stock. Any cash remaining after whole shares of Common Stock have been purchased shall be carried forward in the Participant's account for the purchase of shares on the next Purchase Date. The price per Share of the Shares purchased under any option granted under the Plan shall be eighty-five percent (85%) of the lower of:

- (a) the closing price per Share on the Grant Date for such option on the Nasdaq National Market; or
- (b) the closing price per Share on the Purchase Date on the Nasdaq National Market.

6.2 Delivery of Shares. As directed by the Committee in its sole  
-----  
discretion, shares purchased on any Purchase Date shall be delivered directly to the Participant or to a custodian or broker (if any) designated by the Committee to hold shares for the benefit of the Participants. As determined by the Committee from time to time, such shares shall be delivered as physical certificates or by means of a book entry system.

6.3 Exhaustion of Shares. If at any time the shares available under the

-----  
Plan are over-enrolled, enrollments shall be reduced proportionately to eliminate the over-enrollment. Such reduction method shall be "bottom up", with the result that all option exercises for one share shall be satisfied first, followed by all exercises for two shares, and so on, until all available shares have been exhausted. Any funds that, due to over-

5

enrollment, cannot be applied to the purchase of whole shares shall be refunded to the Participants (without interest thereon).

SECTION 7  
WITHDRAWAL

7.1 Withdrawal. A Participant may withdraw from the Plan by submitting a

-----  
completed enrollment form to the Company. A withdrawal will be effective only if it is received by the Company by the deadline specified by the Committee (in its discretion and on a uniform and nondiscriminatory basis) from time to time. When a withdrawal becomes effective, the Participant's payroll contributions shall cease and all amounts then credited to the Participant's account shall be distributed to him or her (without interest thereon).

SECTION 8  
CESSATION OF PARTICIPATION

8.1 Termination of Status as Eligible Employee. A Participant shall

-----  
cease to be a Participant immediately upon the cessation of his or her status as an Eligible Employee (for example, because of his or her termination of employment from all Employers for any reason). As soon as practicable after such cessation, the Participant's payroll contributions shall cease and all amounts then credited to the Participant's account shall be distributed to him or her (without interest thereon). If a Participant is on a Company-approved leave of absence, his or her participation in the Plan shall continue for so long as he or she remains an Eligible Employee and has not withdrawn from the Plan pursuant to Section 7.1.

SECTION 9  
DESIGNATION OF BENEFICIARY

9.1 Designation. Each Participant may, pursuant to such uniform and

-----  
nondiscriminatory procedures as the Committee may specify from time to time, designate one or more Beneficiaries to receive any amounts credited to the Participant's account at the time of his or her death. Notwithstanding any contrary provision of this Section 9, Sections 9.1 and 9.2 shall be operative only after (and for so long as) the Committee determines (on a uniform and nondiscriminatory basis) to permit the designation of Beneficiaries.

9.2 Changes. A Participant may designate different Beneficiaries (or may

-----  
revoke a prior Beneficiary designation) at any time by delivering a new designation (or revocation of a

6

prior designation) in like manner. Any designation or revocation shall be effective only if it is received by the Committee. However, when so received, the designation or revocation shall be effective as of the date the designation or revocation is executed (whether or not the Participant still is living), but without prejudice to the Committee on account of any payment made before the change is recorded. The last effective designation received by the Committee shall supersede all prior designations.

9.3 Failed Designations. If a Participant dies without having

-----  
effectively designated a Beneficiary, or if no Beneficiary survives the Participant, the Participant's Account shall be payable to his or her estate.

SECTION 10  
ADMINISTRATION

10.1 Plan Administrator. The Plan shall be administered by the Committee.

-----  
The Committee shall have the authority to control and manage the operation and administration of the Plan.

10.2 Actions by Committee. Each decision of a majority of the members of

-----  
the Committee then in office shall constitute the final and binding act of the Committee. The Committee may act with or without a meeting being called or held and shall keep minutes of all meetings held and a record of all actions taken by written consent.

10.3 Powers of Committee. The Committee shall have all powers and  
-----

discretion necessary or appropriate to supervise the administration of the Plan and to control its operation in accordance with its terms, including, but not by way of limitation, the following discretionary powers:

(a) To interpret and determine the meaning and validity of the provisions of the Plan and the options and to determine any question arising under, or in connection with, the administration, operation or validity of the Plan or the options;

(b) To determine any and all considerations affecting the eligibility of any employee to become a Participant or to remain a Participant in the Plan;

(c) To cause an account or accounts to be maintained for each Participant;

(d) To determine the time or times when, and the number of shares for which, options shall be granted;

7

(e) To establish and revise an accounting method or formula for the Plan;

(f) To designate a custodian or broker to receive shares purchased under the Plan and to determine the manner and form in which shares are to be delivered to the designated custodian or broker;

(g) To determine the status and rights of Participants and their Beneficiaries or estates;

(h) To employ such brokers, counsel, agents and advisers, and to obtain such broker, legal, clerical and other services, as it may deem necessary or appropriate in carrying out the provisions of the Plan;

(i) To establish, from time to time, rules for the performance of its powers and duties and for the administration of the Plan;

(j) To adopt such procedures and subplans as are necessary or appropriate to permit participation in the Plan by employees who are foreign nationals or employed outside of the United States; and

(k) To delegate to any one or more of its members or to any other person, severally or jointly, the authority to perform for and on behalf of the Committee one or more of the functions of the Committee under the Plan.

10.4 Decisions of Committee. All actions, interpretations, and decisions  
-----

of the Committee shall be conclusive and binding on all persons, and shall be given the maximum possible deference allowed by law.

10.5 Administrative Expenses. All expenses incurred in the administration  
-----

of the Plan by the Committee, or otherwise, including legal fees and expenses, shall be paid and borne by the Employers, except any stamp duties or transfer taxes applicable to the purchase of shares may be charged to the account of each Participant. Any brokerage fees for the purchase of shares by a Participant shall be paid by the Company, but fees and taxes (including brokerage fees) for the transfer, sale or resale of shares by a Participant, or the issuance of physical share certificates, shall be borne solely by the Participant.

10.6 Eligibility to Participate. No member of the Committee who is also  
-----

an employee of an Employer shall be excluded from participating in the Plan if otherwise eligible, but he or she shall not be entitled, as a member of the Committee, to act or pass upon any matters pertaining specifically to his or her own account under the Plan.

8

10.7 Indemnification. Each of the Employers shall, and hereby does,  
-----

indemnify and hold harmless the members of the Committee and the Board, from and against any and all losses, claims, damages or liabilities (including attorneys' fees and amounts paid, with the approval of the Board, in settlement of any claim) arising out of or resulting from the implementation of a duty, act or decision with respect to the Plan, so long as such duty, act or decision does not involve gross negligence or willful misconduct on the part of any such

individual.

SECTION 11  
AMENDMENT, TERMINATION, AND DURATION

11.1 Amendment, Suspension, or Termination. The Board, in its sole  
-----  
discretion, may amend or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Board, in its discretion, may elect to terminate all outstanding options either immediately or upon completion of the purchase of shares on the next Purchase Date, or may elect to permit options to expire in accordance with their terms (and participation to continue through such expiration dates). If the options are terminated prior to expiration, all amounts then credited to Participants' accounts which have not been used to purchase shares shall be returned to the Participants (without interest thereon) as soon as administratively practicable.

11.2 Duration of the Plan. The Plan shall commence on the date specified  
-----  
herein, and subject to Section 11.1 (regarding the Board's right to amend or terminate the Plan), shall remain in effect thereafter.

SECTION 12  
GENERAL PROVISIONS

12.1 Participation by Subsidiaries. One or more Subsidiaries of the  
-----  
Company may become participating Employers by adopting the Plan and obtaining approval for such adoption from the Board. By adopting the Plan, a Subsidiary shall be deemed to agree to all of its terms, including (but not limited to) the provisions granting exclusive authority (a) to the Board to amend the Plan, and (b) to the Committee to administer and interpret the Plan. An Employer may terminate its participation in the Plan at any time. The liabilities incurred under the Plan to the Participants employed by each Employer shall be solely the liabilities of that Employer, and no other Employer shall be liable for benefits accrued by a Participant during any period when he or she was not employed by such Employer.

12.2 Inalienability. In no event may either a Participant, a former  
-----  
Participant or his or her Beneficiary,

9

spouse or estate sell, transfer, anticipate, assign, hypothecate, or otherwise dispose of any right or interest under the Plan; and such rights and interests shall not at any time be subject to the claims of creditors nor be liable to attachment, execution or other legal process. Accordingly, for example, a Participant's interest in the Plan is not transferable pursuant to a domestic relations order.

12.3 Severability. In the event any provision of the Plan shall be held  
-----  
illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

12.4 Requirements of Law. The granting of options and the issuance of  
-----  
shares shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or securities exchanges as the Committee may determine are necessary or appropriate.

12.5 Compliance with Rule 16b-3. Any transactions under this Plan with  
-----  
respect to officers (as defined in Rule 16a-1 promulgated under the 1934 Act) are intended to comply with all applicable conditions of Rule 16b-3. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. Notwithstanding any contrary provision of the Plan, if the Committee specifically determines that compliance with Rule 16b-3 no longer is required, all references in the Plan to Rule 16b-3 shall be null and void.

12.6 No Enlargement of Employment Rights. Neither the establishment or  
-----  
maintenance of the Plan, the granting of options, the purchase of shares, nor any action of any Employer or the Committee, shall be held or construed to confer upon any individual any right to be continued as an employee of the Employer nor, upon dismissal, any right or interest in any specific assets of the Employers other than as provided in the Plan. Each Employer expressly reserves the right to discharge any employee at any time, with or without cause.

12.7 Apportionment of Costs and Duties. All acts required of the

-----

Employers under the Plan may be performed by the Company for itself and its Subsidiaries, and the costs of the Plan may be equitably apportioned by the Committee among the Company and the other Employers. Whenever an Employer is permitted or required under the terms of the Plan to do or perform any act, matter or thing, it shall be done and performed by any officer or employee of the Employers who is thereunto duly authorized by the Employers.

10

12.8 Construction and Applicable Law. The Plan is intended to qualify as

-----

an "employee stock purchase plan" within the meaning of Section 423(b) of the Code. Any provision of the Plan which is inconsistent with Section 423(b) of the Code shall, without further act or amendment by the Company or the Committee, be reformed to comply with the requirements of Section 423(b). The provisions of the Plan shall be construed, administered and enforced in accordance with such Section and with the laws of the State of California (excluding California's conflict of laws provisions).

12.9 Captions. The captions contained in and the table of contents

-----

prefixed to the Plan are inserted only as a matter of convenience, and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the construction of any provision of the Plan.

EXECUTION

IN WITNESS WHEREOF, Central Garden & Pet Company, by its duly authorized officer, has executed this Plan on the date indicated below.

CENTRAL GARDEN & PET COMPANY

Dated: \_\_\_\_\_, 1997

By \_\_\_\_\_  
Title:

11

May 1, 1997

Central Garden & Pet Company  
3697 Mt. Diablo Boulevard  
Lafayette, California 94549

Re: Central Garden & Pet Company/  
Registration Statement on Form S-8  
-----

Ladies and Gentlemen:

At your request, we are rendering this opinion in connection with the proposed issuance pursuant to the Central Garden & Pet Company Employee Stock Purchase Plan (the "Plan"), of up to 400,000 shares of common stock, \$.01 par value ("Common Stock"), of Central Garden & Pet Company, a Delaware corporation (the "Company").

We have examined instruments, documents, and records which we deemed relevant and necessary for the basis of our opinion hereinafter expressed. In such examination, we have assumed the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; and (c) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that the 400,000 shares of Common Stock to be issued by the Company pursuant to the Plan are validly authorized shares of Common Stock, and, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid, and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to this Registration Statement on Form S-8 and to the use of our name wherever it appears in said Registration Statement. In giving such consent, we do not consider that we are "experts" within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion, as an exhibit or otherwise.

Very truly yours,

/s/ Orrick, Herrington & Sutcliffe LLP

ORRICK, HERRINGTON & SUTCLIFFE LLP

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Central Garden & Pet Company on Form S-8 of our reports dated November 15, 1996, appearing in the Annual Report on Form 10-K of Central Garden & Pet Company for the year ended September 30, 1996.

DELOITTE & TOUCHE LLP  
April 28, 1997