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

FORM 8-K

CURRENT REPORT

Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 10, 2006

Central Garden & Pet Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-20242
(Commission File
Number)

68-0275553
(IRS Employer
Identification No.)

1340 Treat Boulevard, Suite 600, Walnut Creek, California
(Address of principal executive offices)

94597
(Zip Code)

Registrant's telephone number, including area code (925) 948-4000

(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4[®] under the Exchange Act (17 CFR 240.13e-4[®])
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Item 1.01 Entry into a Material Definitive Agreement

On April 10, 2006, Central Garden & Pet Company (the “Company”) entered into a Modification and Extension of the Employment and Non-Compete Agreements dated February 27, 1998, as amended June 2, 2003, by and between the Company and Brooks M. Pennington III (the “Amendment”). The Amendment provides that Mr. Pennington will continue to serve as President and Chief Executive Officer of Pennington Seed, Inc. from May 31, 2006 through up to October 1, 2006. After this period, Mr. Pennington will transition from his role as President and Chief Executive Officer of Pennington and will become Director of Special Projects for the Company. In this capacity, Mr. Pennington will work as needed on projects that will utilize his experiences in the areas of potential acquisitions, strategic initiatives, industry trends and other opportunities. Mr. Pennington will continue to serve as a member of the Company’s Board of Directors.

The foregoing discussion is qualified in its entirety by the specific terms of the Amendment, a copy of which is attached as Exhibit 10.1 of this Form 8-K. The Amendment is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

- 10.1 Modification and Extension of Employment Agreement and Noncompetition Agreement, dated as of April 10, 2006, between Central Garden & Pet Company and Brooks M. Pennington III.

SIGNATURES

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

CENTRAL GARDEN & PET COMPANY

By: /s/ Stuart W. Booth
Stuart W. Booth
Executive Vice President and
Chief Financial Officer

Dated: April 13, 2006

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Modification and Extension of Employment Agreement and Noncompetition Agreement, dated as of April 10, 2006, between Central Garden & Pet Company and Brooks M. Pennington III.

CONFIDENTIAL

TO: Sonny Pennington
FROM: Bill Brown
DATE: April 10, 2006
SUBJECT: Modification and Extension of February 27, 1998 Employment Agreement and Non-Compete Agreement as amended June 2, 2003

Dear Sonny:

Per our recent discussions, this is to confirm that we have agreed to modify and extend your February 27, 1998 Employment Agreement as amended on June 2, 2003 (Employment Agreement) as follows:

- 1) You will continue your employment as President and CEO of Pennington Seed, Inc. through May 31, 2006.
- 2) During the period June 1, 2006 through September 30, 2006, you will remain as President and CEO of Pennington Seed, Inc. provided that at least two of the following three persons agree. These persons are Bill Brown, Glenn Novotny, and Sonny Pennington. Should two of the three not agree, then you will immediately enter the "Director of Special Projects" role (see item "3)" below).
- 3) Effective October 1, 2006, you will resign as President and CEO of Pennington Seed, Inc. and accept the role of "Director of Special Projects" for Central Garden and Pet – Corporate Division. You will remain in this position until February 28, 2011.
- 4) So long as you remain President and CEO of Pennington Seed, Inc. you will remain at your current salary level and be entitled to all current benefits, vacation days, Company vehicle, bonus potential, and stock option potential. These shall be calculated on a "pro rata" basis should you step down prior to September 30, 2006.
- 5) When you assume your role of "Director of Special Projects", your compensation will be reduced to \$100,000 per year. You will be expected to work a maximum of 650 hours per year (including travel time and Board Meeting time).

- 6) As Director of Special Projects, you will be entitled to participate in Central's benefit programs (e.g. health insurance, 401K) as an employee. You will be entitled to continued vesting and exercising any existing stock options. You will be reimbursed for reasonable travel and other Company related expenses. You will report to Glenn Novotny.
- 7) As Director of Special Projects, you will not be entitled to annual executive bonuses, additional stock option grants, or a Company vehicle.
- 8) Should the hours worked as Director of Special Projects exceed 650 hours per year, you will be compensated at the rate of \$150 per hour. Excess hours will only be required by mutual agreement.
- 9) You will not be required to relocate from Madison, Georgia.
- 10) Your two year Non-Compete Agreement will continue. The two year period will begin after you vacate the Director of Special Projects job.
- 11) This Agreement will be governed and construed in accordance with the laws of the State of Georgia.
- 12) Except as herein modified (or modified by the June 2, 2003 amendment), the terms and provisions of the Employment Agreement and Non-Compete Agreement will remain in full force and effect.

Dated: April 10, 2006

/s/ William E. Brown

William E. Brown
Chairman
Central Garden & Pet Company

/s/ Brooks M. Pennington, III

Accepted by: Brooks Pennington, III
President and CEO
Pennington Seed, Inc.

Attachments: Modification and Extension of February 27, 1998 Employment Agreement and Non-Compete Agreement dated June 2, 2003
 Employment Agreement dated February 27, 1998
 Non-Competition Agreement dated February 27, 1998

cc: Glenn Novotny
 John Seegal