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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported) March 15, 2007

Central Garden & Pet Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33268
(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(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On March 15, 2007, Central Garden & Pet Company (the “Company”) entered into Amendment No. 4 (“Amendment No. 4”) to the Credit Agreement dated February 28, 2006 (the “Credit Agreement”) among the Company, Bank of America N.A., CIBC World Markets Corp., CIBC Inc., Canadian Imperial Bank of Commerce and JP Morgan Chase Bank, National Association, as the administrative agent for the other lenders. The Credit Agreement was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed March 2, 2006. Capitalized terms not defined herein have the same meaning as in the Credit Agreement.

Amendment No. 4, among other changes, amended Section 6.15(a) of the Credit Agreement, thereby reducing the Minimum Interest Coverage Ratio, and also amended Section 6.15(b) of the Credit Agreement, thereby increasing the Maximum Leverage Ratio. The foregoing description of Amendment No. 4 does not purport to be complete and is qualified in its entirety by Amendment No. 4, which is attached hereto as Exhibit 10.4.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

- 10.1 Amendment No. 1 to Credit Agreement dated as of May 16, 2006.
- 10.2 Amendment No. 2 to Credit Agreement dated as of August 24, 2006.
- 10.3 Amendment No. 3 to Credit Agreement dated as of December 8, 2006.
- 10.4 Amendment No. 4 to Credit Agreement dated as of March 15, 2007.

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: March 20, 2007

EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment No. 1 to Credit Agreement dated as of May 16, 2006.
10.2	Amendment No. 2 to Credit Agreement dated as of August 24, 2006.
10.3	Amendment No. 3 to Credit Agreement dated as of December 8, 2006.
10.4	Amendment No. 4 to Credit Agreement dated as of March 15, 2007.

**AMENDMENT NO. 1
TO
CREDIT AGREEMENT**

THIS AMENDMENT NO. 1 TO CREDIT AGREEMENT (the "**Amendment**") is made as of May 16, 2006 by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the institutions listed on the signature pages hereto and JPMorgan Chase Bank, National Association, as the administrative agent for the "**Lenders**" referred to below (the "**Administrative Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the "**Credit Agreement**" referred to below.

WITNESSETH:

WHEREAS, the signatories hereto are parties to that certain Credit Agreement, dated as of February 28, 2006, among the Company, the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and the Administrative Agent (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, the parties hereto have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Lenders and the Administrative Agent have agreed to the following amendment to the Credit Agreement.

1. Amendments. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended to restate the definition of "Operating Lease Obligations" in its entirety as follows:

"Operating Lease Obligations" of the Company and its Subsidiaries means, for any period, the aggregate amount of fixed lease payments due under all Operating Leases of the Company and its Subsidiaries during such period.

(b) Section 6.11 of the Credit Agreement is hereby amended to restate the first sentence thereof in its entirety as follows:

The Company will not permit Operating Lease Obligations of the Company and its Subsidiaries, determined as of the end of each of its fiscal quarters ending on or after March 25, 2006 for the most recently ended 4 consecutive fiscal quarters (including such fiscal quarter end), to exceed \$40,000,000.

2. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof and be deemed effective as of February 28, 2006, if, and only if, the Administrative Agent shall have received: (a) executed copies of this Amendment from the Company and the Required Lenders, and (b) executed copies of the Reaffirmation attached hereto in the form of Exhibit A from the existing Subsidiary Guarantors.

3. Representations and Warranties of the Company. The Company hereby represents and warrants as follows:

(a) The Company has the power and authority and legal right to execute and deliver this Amendment and the Credit Agreement (as modified hereby) and to perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Amendment and the performance of its obligations hereunder and under the Credit Agreement (as modified hereby) have been duly authorized by proper proceedings, and this Amendment and the Credit Agreement (as modified hereby) constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Neither the execution and delivery by the Company of this Amendment, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof or of the Credit Agreement (as modified hereby) (i) will require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (ii) will violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (iii) will violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets (including, without limitation, the Senior Subordinated Note Indenture and the Senior Subordinated Notes), or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries or (iv) will result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

(c) As of the date hereof and giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Company set forth in the Credit Agreement (as modified hereby) and the other Loan Documents are true and correct in all material respects (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

4. Reference to and Effect on the Credit Agreement and Loan Documents

(a) Upon the effectiveness of this Amendment, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated herein or therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

(b) The Company (i) agrees that this Amendment and the transactions contemplated hereby shall not limit or diminish the obligations of the Company arising under or pursuant to the Credit Agreement and the other Loan Documents to which it is a party, (ii) reaffirms its obligations under the Credit Agreement and each and every other Loan Document to which it is a party (including, without limitation, each applicable Collateral Document), (iii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (iv) acknowledges and agrees that, except as specifically modified above, the Credit Agreement and all other Loan Documents executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of or consent to any modification of any provision of the Credit Agreement or any other Loan Documents executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including by means of facsimile or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

CENTRAL GARDEN & PET COMPANY
as the Company

By: /s/ Roger J. Fleishmann, Jr.

Name: Roger J. Fleischmann, Jr.

Title: Vice President and Treasurer

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
and Administrative Agent, the Issuing Bank, the Swingline Lender
and a Lender

By: /s/ Sanjina Daphtary

Name: Sanjina Daphtary

Title: AVP

BANK OF AMERICA, N.A.,
as Syndication Agent and a Lender

By: /s/ J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Vice President

CIBC WORLD MARKETS CORP.,
as a Co-Documentation Agent

By: /s/ Cedric Henley
Name: Cedric M. Henley
Title: Managing Director

CIBC, INC., as a Lender

By: /s/ Cedric Henley
Name: Cedric M. Henley
Title: Managing Director

CANADIAN IMPERIAL BANK OF COMMERCE, as an Issuing
Bank with respect to the Existing Letters of Credit

By: /s/ Cedric Henley
Name: Cedric M. Henley
Title: Managing Director

SUNTRUST BANK, as an Issuing Bank with respect to the Existing
Letters of Credit, a Co-Documentation Agent and a Lender

By: /s/ Samuel M. Jannetta, Jr.

Name: Samuel M. Jannetta, Jr.

Title: Vice President

UNION BANK OF CALIFORNIA, N.A., as a Co-Documentation
Agent and a Lender

By: /s/ J. William Bloore

Name: J. William Bloore

Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: /s/ Meggie Chichioco
Name: Meggie Chichioco
Title: Vice President

HARRIS, N.A.,
as a Lender

By: /s/ C. Scott Place
Name: C. Scott Place
Title: Director

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL"
NEW YORK BRANCH,
as a Lender

By: /s/ Rebecca O. Morrow

Name: Rebecca O. Morrow

Title: Executive Director

By: /s/ Jessalyn Peters

Name: Jessalyn Peters

Title: Managing Director

WACHOVIA BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Mark S. Supple

Name: Mark S. Supple

Title: Vice President and Director

BNP PARIBAS,
as a Lender

By: /s/ Katherine Wolfe

Name: Katherine Wolfe

Title: Managing Director

By: /s/ Sandy Bertram

Name: Sandy Bertram

Title: Vice President

LASALLE BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Adam F. Lutastanski

Name: Adam F. Lutastanski

Title: AVP

GENERAL ELECTRIC CAPITAL CORPORATION,
as a Lender

By: /s/ Dwayne L. Coker
Name: Dwayne L. Coker
Title: Duly Authorized Signatory

ING CAPITAL, LLC,
as a Lender

By: /s/ Marcy Lyons
Name: Marcy Lyons
Title: Director

U.S. BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Janet Jordan
Name: Janet E. Jordan
Title: Vice President

CORBANK, ACB,
as a Lender

By: /s/ S. Richard Dill

Name: S. Richard Dill

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION, as a Lender

By: /s/ Robert P. Reynolds

Name: Robert P. Reynolds

Title: Vice President & Senior Relationship Manager

CALYON NEW YORK BRANCH,
as a Lender

By: /s/ F. Frank Herrera

Name: F. Frank Herrera

Title: Director

By: /s/ Ronald G. Moore

Name: Ronald G. Moore

Title: Director

FARM CREDIT SERVICES OF AMERICA, PCA, as a Lender

By: /s/ Curt A. Brown

Name: Curt A. Brown

Title: Vice President

GREENSTONE FARM CREDIT SERVICES, ACA/FLCA, as a
Lender

By: /s/ Ben Mahlich

Name: Jeff Pavlik

Title: AVP/Lending Officer

NACM CLO I,
as a Lender

By: /s/ Joanna Willars
Name: Joanna Willars
Title: Authorized Signatory

BEAR STEARNS INVESTMENT PRODUCTS INC.,
as a Lender

By: /s/ Jonathan Weiss
Name: Jonathan Weiss
Title: Authorized Signatory

WB Loan Funding 1, LLC
as a Lender

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Associate

WB Loan Funding 5, LLC
as a Lender

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Associate

Stanfield AZURE CLO, Ltd.
By: Stanfield Capital Partners, LLC
as its Collateral Manager

as a Lender

By: /s/ Christopher E. Jansen
Name: Christopher E. Jansen
Title: Managing Partner

Stanfield Vantage CLO, Ltd.
By: Stanfield Capital Partners, LLC
as its Asset Manager

as a Lender

By: /s/ Christopher E. Jansen
Name: Christopher E. Jansen
Title: Managing Partner

Fidelity Advisor Series II: Fidelity Advisor Floating Rate High
Income Fund,
as a Lender

By: /s/ John H. Costello

Name: John H. Costello

Title: Assistant Treasurer

Fidelity Central Investments Portfolios LLC: Fidelity Floating Rate
Central Investment Portfolio,
as a Lender

By: /s/ John H. Costello

Name: John H. Costello

Title: Assistant Treasurer

Ballyrock CLO III Limited, By: Ballyrock Investment Advisors LLC,
as Collateral Manager,
as a Lender

By: /s/ Lisa Rymut

Name: Lisa Rymut

Title: Assistant Treasurer

Atlas Loan Funding (Navigator), LLC
By: Atlas Capital Funding, Ltd.
By: Structured Asset Investors, LLC
Its Investment Manager
as a Lender

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Associate

ALZETTE EUROPEAN CLO S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

AVALON CAPITAL LTD. 3

By: INVESCO Senior Secured Management, Inc.
As Asset Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

BELHURST CLO LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

CHAMPLAIN CLO LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

CHARTER VIEW PORTFOLIO

By: INVESCO Senior Secured Management, Inc.
as Investment Advisor

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

DIVERSIFIED CREDIT PORTFOLIO LTD.
By: INVESCO Senior Secured Management, Inc.
As Investment Adviser

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

AIM FLOATING RATE FUND

By: INVESCO Senior Secured Management, Inc.
As Sub-Adviser

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

INVESCO EUROPEAN CDO I S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

KATONAH V, LTD.

By: INVESCO Senior Secured Management, Inc.
As Investment Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

LOAN FUNDING IX LLC, for itself or as agent for Corporate Loan
Funding IX LLC

By: INVESCO Senior Secured Management, Inc.,
As Portfolio Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

SEQUILS-LIBERTY, LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

MOSELLE CLO S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

NAUTIQUE FUNDING LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

PETRUSSE EUROPEAN CLO S.A.
By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald
Name: Thomas H.B. Ewald
Title: Authorized Signatory

SAGAMORE CLO LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

SARATOGA CLO I, LIMITED

By: INVESCO Senior Secured Management, Inc.
As the Asset Manager

as a Lender

By: /s/ Thomas H.B. Ewald

Name: Thomas H.B. Ewald

Title: Authorized Signatory

BIRCHWOOD FUNDING LLC,
as a Lender

By: /s/ Christina L. Ramseur
Name: Christina L. Ramseur
Title: Assistant Vice President

PACIFICA CDO IV, LTD.,
as a Lender

By: /s/ Amy Adler

Name: Amy Adler

Title: Associate

PACIFICA CDO V, LTD.,
as a Lender

By: /s/ Amy Adler
Name: Amy Adler
Title: Associate

PACIFICA CDO VI, LTD.,
as a Lender

By: /s/ Amy Adler
Name: Amy Adler
Title: Associate

EXHIBIT A

Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of Amendment No. 1, dated as of May 16, 2006 (the "**Amendment**"), to the Credit Agreement, dated as of February 28, 2006, by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and JPMorgan Chase Bank, National Association, as the administrative agent for the Lenders (the "**Administrative Agent**") (as modified by the Amendment, and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Each of the undersigned, by its signature below, hereby (a) acknowledges and consents to the execution and delivery of the Amendment by the parties thereto, (b) agrees that the Amendment and the transactions contemplated thereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Collateral Documents and the other Loan Documents to which it is a party, (c) reaffirms all of its obligations under the Loan Documents to which it is a party, (d) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (e) acknowledges and agrees that each Loan Document executed by it remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in any Loan Document shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified. The Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

Dated as of May 16, 2006

IN WITNESS WHEREOF, this Reaffirmation has been duly executed as of the date first written above.

FARNAM COMPANIES, INC.
FOUR PAWS PRODUCTS, LTD.
KAYTEE PRODUCTS INCORPORATED
PENNINGTON SEED, INC.
T.F.H. PUBLICATIONS, INC.
WELLMARK INTERNATIONAL
ALL-GLASS AQUARIUM CO., INC.
CEDAR WORKS LLC
GRANT LABORATORIES, INC.
GRO TEC, INC.
GULFSTREAM HOME & GARDEN, INC.
INTERPET USA, LLC
MATTHEWS REDWOOD AND NURSERY SUPPLY, INC.
NEW ENGLAND POTTERY, INC.
NORCAL POTTERY PRODUCTS, INC.
OCEANIC SYSTEMS, INC.
PENNINGTON SEED, INC. OF NEBRASKA
PETS INTERNATIONAL, LTD.
PHAETON CORPORATION
SEEDS WEST, INC.
THOMPSON'S VETERINARY SUPPLIES, INC.

For each of the foregoing entities

By: /s/ Stuart W. Booth

Name: Stuart W. Booth

Title: Its Authorized Signatory

**AMENDMENT NO. 2
TO
CREDIT AGREEMENT**

THIS AMENDMENT NO. 2 TO CREDIT AGREEMENT (the "**Amendment**") is made as of August 24, 2006 by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the institutions listed on the signature pages hereto and JPMorgan Chase Bank, National Association, as the administrative agent for the "Lenders" referred to below (the "**Administrative Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the "Credit Agreement" referred to below.

WITNESSETH:

WHEREAS, the signatories hereto are parties to that certain Credit Agreement, dated as of February 28, 2006, among the Company, the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and the Administrative Agent (as amended by Amendment No. 1 thereto dated as of May 16, 2006, and as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, the parties hereto have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Lenders and the Administrative Agent have agreed to the following amendment to the Credit Agreement.

1. Amendments. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) Section 6.13 of the Credit Agreement is hereby amended to delete the reference to "\$50,000,000" therein and substitute "\$60,000,000" in lieu thereof.

2. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof if, and only if, the Administrative Agent shall have received: (a) executed copies of this Amendment from the Company and the Required Lenders, and (b) executed copies of the Reaffirmation attached hereto in the form of Exhibit A from the existing Subsidiary Guarantors.

3. Representations and Warranties of the Company. The Company hereby represents and warrants as follows:

(a) The Company has the power and authority and legal right to execute and deliver this Amendment and the Credit Agreement (as modified hereby) and to perform its

obligations hereunder and thereunder. The execution and delivery by the Company of this Amendment and the performance of its obligations hereunder and under the Credit Agreement (as modified hereby) have been duly authorized by proper proceedings, and this Amendment and the Credit Agreement (as modified hereby) constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Neither the execution and delivery by the Company of this Amendment, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof or of the Credit Agreement (as modified hereby) (i) will require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (ii) will violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (iii) will violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets (including, without limitation, the Senior Subordinated Note Indenture and the Senior Subordinated Notes), or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries or (iv) will result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

(c) As of the date hereof and giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Company set forth in the Credit Agreement (as modified hereby) and the other Loan Documents are true and correct in all material respects (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

4. Reference to and Effect on the Credit Agreement and Loan Documents

(a) Upon the effectiveness of this Amendment, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated herein or therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

(b) The Company (i) agrees that this Amendment and the transactions contemplated hereby shall not limit or diminish the obligations of the Company arising under or pursuant to the Credit Agreement and the other Loan Documents to which it is a party, (ii) reaffirms its obligations under the Credit Agreement and each and every other Loan Document to which it is a party (including, without limitation, each applicable Collateral Document), (iii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (iv) acknowledges and agrees that, except as specifically modified above, the Credit Agreement and all other Loan Documents executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of or consent to any modification of any provision of the Credit Agreement or any other Loan Documents executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including by means of facsimile or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

CENTRAL GARDEN & PET COMPANY
as the Company

By: /s/ Roger J. Fleishmann, Jr.

Name: Roger J. Fleischmann, Jr.

Title: Vice President and Treasurer

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
and Administrative Agent, the Issuing Bank, the Swingline
Lender and a Lender

By: /s/ Clara Sohan
Name: Clara Sohan
Title: Vice President

BANK OF AMERICA, N.A.,
as Syndication Agent and a Lender

By: /s/ J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Vice President

CIBC WORLD MARKETS CORP.,
as a Co-Documentation Agent

By: /s/ Cedric Henley
Name: Cedric Henley
Title: Managing Director

CIBC, INC., as a Lender

By: /s/ Cedric Henley
Name: Cedric Henley
Title: Managing Director

CANADIAN IMPERIAL BANK OF COMMERCE, as an
Issuing Bank with respect to the Existing Letters of Credit

By: /s/ Cedric Henley
Name: Cedric Henley
Title: Managing Director

SUNTRUST BANK, as an Issuing Bank with respect to the Existing Letters of Credit, a Co-Documentation Agent and a Lender

By: /s/ Samuel M. Jannetta, Jr.

Name: Samuel M. Jannetta, Jr.

Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: /s/ Meggie Chichioco
Name: Meggie Chichioco
Title: Vice President

HARRIS, N.A.,
as a Lender

By: /s/ Jennifer Wendrow
Name: Jennifer Wendrow
Title: Vice President

BNP PARIBAS,
as a Lender

By: /s/ Nicholas Rogers
Name: Nicholas Rogers
Title: Managing Director

By: /s/ Sandy Bertram
Name: Sandy Bertram
Title: Vice President

LASALLE BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Adam F. Lutastanski

Name: Adam F. Lutastanski

Title: AVP

GENERAL ELECTRIC CAPITAL CORPORATION,
as a Lender

By: /s/ Bond Harberts
Name: Bond Harberts
Title: Duly Authorized Signatory

WACHOVIA BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Mark S. Supple
Name: Mark S. Supple
Title: Vice President and Director

ING CAPITAL, LLC,
as a Lender

By: /s/ Marcy S. Lyons

Name: Marcy S. Lyons

Title: Director

U.S. BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Janet Jordan

Name: Janet Jordan

Title: Vice President

CORBANK, ACB,
as a Lender

By: /s/ S. Richard Dill
Name: S. Richard Dill
Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION
as a Lender

By: /s/ Robert P. Reynolds

Name: Robert P. Reynolds

Title: First Vice President

CALYON NEW YORK BRANCH
as a Lender

By: /s/ F. Frank Herrera

Name: F. Frank Herrera

Title: Director

By: /s/ Richard Laborie

Name: Richard Laborie

Title: Director

FARM CREDIT SERVICES OF AMERICA, PCA,
as a Lender

By: /s/ Curt A. Brown

Name: Curt A. Brown

Title: Vice President

GREENSTONE FARM CREDIT SERVICES, ACA/FLCA,
as a Lender

By: /s/ Jeff Pavlik
Name: Jeff Pavlik
Title: AVP/Lending Officer

AGFIRST FARM CREDIT BANK,
as a Lender

By: /s/ Steven J. O'Shea

Name: Steven J. O'Shea

Title: Vice President

NACM CLO I,
as a Lender

By: /s/ Joanna Willars
Name: Joanna Willars
Title: Authorized Signatory

SENIOR DEBT PORTFOLIO

By: Boston Management and Research
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE SENIOR INCOME TRUST

By: EATON VANCE MANAGEMENT
as Investment Advisor

as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

EATON VANCE INSTITUTIONAL SENIOR LOAN FUND

By: EATON VANCE MANAGEMENT
as Investment Advisor

as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

EATON VANCE CDO VI LTD.

By: EATON VANCE MANAGEMENT
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

Eaton Vance CDO VII PLC

By: Eaton Vance Management
as Interim Investment Advisor
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

Eaton Vance CDO VIII, Ltd.
By: Eaton Vance Management
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

GRAYSON & CO

By: BOSTON MANAGEMENT AND RESEARCH
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

THE NORTHCHUKIN BANK, NEW YORK BRANCH
through State Street Bank and Trust Company, N.A. as
Fiduciary Custodian

By: Eaton Vance Management, Attorney-in-fact
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

BIG SKY III SENIOR LOAN TRUST
BY: EATON VANCE MANAGEMENT
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE
VT FLOATING-RATE INCOME FUND
By: EATON VANCE MANAGEMENT
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE
LIMITED DURATION INCOME FUND
By: EATON VANCE MANAGEMENT
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

TOLLI & CO.

By: Eaton Vance Management
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

EATON VANCE SENIOR
FLOATING-RATE TRUST

By: Eaton Vance Management
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE FLOATING-RATE
INCOME TRUST

By: Eaton Vance Management
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE SHORT DURATION
DIVERSIFIED INCOME FUND

By: Eaton Vance Management
as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE VARIABLE

Leverage Fund Ltd.

By: Eaton Vance Management

as Investment Advisor

as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

DE MEER MIDDLE MARKEY CLO 2006-1, LTD.,
as a Lender

By: /s/ Peter Melloni
Name: Peter Melloni
Title: Senior Vice President

BEAR STEARNS INVESTMENT PRODUCTS INC.,
as a Lender

By: /s/ John McDermott

Name: John McDermott

Title: Vice President

BIRCHWOOD FUNDING LLC,
as a Lender

By: /s/ Christina L. Ramseur
Name: Christina L. Ramseur
Title: Assistant Vice President

WB Loan Funding 1, LLC
as a Lender

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Associate

WB Loan Funding 5, LLC

By: /s/ Diana M. Himes

Name: Diana M. Himes

Title: Associate

WELLS CAPITAL MANAGEMENT ACCOUNT #18866500,
as a Lender

By: /s/ Phil Susser
Name: Phil Susser
Title: Authorized Signatory

WELLS CAPITAL MANAGEMENT ACCOUNT #16496500,
as a Lender

By: /s/ Phil Susser
Name: Phil Susser
Title: Authorized Signatory

Landmark VII CDO Limited
By Aladdin Capital Management, LLC, as a Lender

By: /s/ Thomas E. Bancroft
Name: Thomas E. Bancroft
Title: Authorized Signatory

BlackRock Global Floating Rate Income Trust
BlackRock Limited Duration Income Trust
BlackRock Senior Income Series III
Blackrock Senior Loan Trust
Granite Finance Limited
Magnetite Asset Investors, L.L.C.
Magnetite Asset Investors III L.L.C.
Senior Loan Portfolio
as Lenders

By: /s/ Mark Williams
Name: Mark Williams
Title: Authorized Signatory

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrator for, GE CFS Loan Holding 2006-2 LLC

By: /s/ Amanda van Heyst
Name: Amanda van Heyst
Title: Duly Authorized Signatory

EXHIBIT A

Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of Amendment No. 2, dated as of August 24, 2006 (the "**Amendment**"), to the Credit Agreement, dated as of February 28, 2006, by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and JPMorgan Chase Bank, National Association, as the administrative agent for the Lenders (the "**Administrative Agent**") (as amended by Amendment No. 1 thereto dated as of May 16, 2006 and by the Amendment, and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Each of the undersigned, by its signature below, hereby (a) acknowledges and consents to the execution and delivery of the Amendment by the parties thereto, (b) agrees that the Amendment and the transactions contemplated thereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Collateral Documents and the other Loan Documents to which it is a party, (c) reaffirms all of its obligations under the Loan Documents to which it is a party, (d) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (e) acknowledges and agrees that each Loan Document executed by it remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in any Loan Document shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified. The Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

Dated as of August 24, 2006

IN WITNESS WHEREOF, this Reaffirmation has been duly executed as of the date first written above.

FARNAM COMPANIES, INC.
FOUR PAWS PRODUCTS, LTD.
KAYTEE PRODUCTS INCORPORATED
PENNINGTON SEED, INC.
T.F.H. PUBLICATIONS, INC.
WELLMARK INTERNATIONAL
ALL-GLASS AQUARIUM CO., INC.
CEDAR WORKS LLC
GRANT LABORATORIES, INC.
GRO TEC, INC.
GULFSTREAM HOME & GARDEN, INC.
INTERPET USA, LLC
MATTHEWS REDWOOD AND NURSERY SUPPLY, INC.
NEW ENGLAND POTTERY, INC.
NORCAL POTTERY PRODUCTS, INC.
OCEANIC SYSTEMS, INC.
PENNINGTON SEED, INC. OF NEBRASKA
PETS INTERNATIONAL, LTD.
PHAETON CORPORATION
SEEDS WEST, INC.
THOMPSON'S VETERINARY SUPPLIES, INC.

For each of the foregoing entities

By: /s/ Stuart W. Booth
Name: Stuart W. Booth
Title: Its Authorized Signatory

AMENDMENT NO. 3
TO
CREDIT AGREEMENT

THIS AMENDMENT NO. 3 TO CREDIT AGREEMENT (the "**Amendment**") is made as of December 8, 2006 by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the institutions listed on the signature pages hereto and JPMorgan Chase Bank, National Association, as the administrative agent for the "Lenders" referred to below (the "**Administrative Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the "Credit Agreement" referred to below.

WITNESSETH:

WHEREAS, the signatories hereto are parties to that certain Credit Agreement, dated as of February 28, 2006, among the Company, the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and the Administrative Agent (as amended by Amendment No. 1 thereto dated as of May 16, 2006 and further amended by Amendment No. 2 thereto dated as of August 24, 2006, and as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, the parties hereto have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Lenders and the Administrative Agent have agreed to the following amendment to the Credit Agreement.

1. Amendments. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) The signatories agree that the purchase price paid or payable by the Company or its Subsidiaries in connection with the Farnam Acquisition shall not be deemed to exceed \$300,000,000 as a result of any related assumption of liabilities otherwise causing such excess.

(b) A new Section 9.14 is hereby added to the Credit Agreement immediately following Section 9.13 as follows:

SECTION 9.14 Confirmation of Co-Obligors. Each of the Subsidiary Guarantors hereby enters into this Agreement in order to ratify and affirm its obligations under the Subsidiary Guaranty that such Subsidiary Guarantor is a co-obligor, jointly and severally with the Borrowers and the other Subsidiary Guarantors, with respect to the full and punctual payment and performance when due (whether at stated maturity, upon

acceleration or otherwise) of the Secured obligations, including, without limitation, (i) the principal of and interest on each Loan made to any Borrower pursuant to this Agreement, (ii) obligations owing under or in connection with Letters of Credit, (iii) all other amounts payable by any Borrower under this Agreement and the other Loan Documents, including, without limitation, all obligations under any Swap Agreement, and (iv) the punctual and faithful performance, keeping, observance, and fulfillment by any Borrower of all of the agreements, conditions, covenants, and obligations of such Borrower contained in the Loan Documents. Upon the failure by any Borrower or any other guarantor, as applicable, to pay punctually any such amount or perform such obligation, subject to any applicable grace or notice and cure period, each of the Subsidiary Guarantors agrees that it shall forthwith on demand pay such amount or perform such obligation at the place and in the manner specified in this Credit Agreement, any Swap Agreement or the relevant other Loan Document, as the case may be. Each of the Subsidiary Guarantors hereby agrees that its obligations as a co-obligor is absolute and irrevocable.

2. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof if, and only if, the Administrative Agent shall have received: (a) executed copies of this Amendment from the Company, each of the Subsidiary Guarantors as of the date hereof and the Required Lenders and (b) executed copies of the Reaffirmation attached hereto in the form of Exhibit A from the existing Subsidiary Guarantors.

3. Representations and Warranties of the Company. The Company hereby represents and warrants as follows:

(a) The Company has the power and authority and legal right to execute and deliver this Amendment and the Credit Agreement (as modified hereby) and to perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Amendment and the performance of its obligations hereunder and under the Credit Agreement (as modified hereby) have been duly authorized by proper proceedings, and this Amendment and the Credit Agreement (as modified hereby) constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Neither the execution and delivery by the Company of this Amendment, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof or of the Credit Agreement (as modified hereby) (i) will require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (ii) will violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (iii) will violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets (including, without limitation, the Senior Subordinated Note Indenture and the Senior Subordinated Notes), or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries or (iv) will result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

(c) As of the date hereof and giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Company set forth in the Credit Agreement (as modified hereby) and the other Loan Documents are true and correct in all material respects (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

4. Reference to and Effect on the Credit Agreement and Loan Documents

(a) Upon the effectiveness of this Amendment, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated herein or therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

(b) The Company (i) agrees that this Amendment and the transactions contemplated hereby shall not limit or diminish the obligations of the Company arising under or pursuant to the Credit Agreement and the other Loan Documents to which it is a party, (ii) reaffirms its obligations under the Credit Agreement and each and every other Loan Document to which it is a party (including, without limitation, each applicable Collateral Document), (iii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (iv) acknowledges and agrees that, except as specifically modified above, the Credit Agreement and all other Loan Documents executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of or consent to any modification of any provision of the Credit Agreement or any other Loan Documents executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including by means of facsimile or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

CENTRAL GARDEN & PET COMPANY,
as the Company

By: /s/ Roger J. Fleischmann, Jr.

Name: Roger J. Fleischmann, Jr.

Title: Vice President and Treasurer

FARNAM COMPANIES, INC.
FOUR PAWS PRODUCTS, LTD.
KAYTEE PRODUCTS INCORPORATED
PENNINGTON SEED, INC.
T.F.H. PUBLICATIONS, INC.
WELLMARK INTERNATIONAL
ALL-GLASS AQUARIUM CO., INC.
CEDAR WORKS, LLC
GRANT LABORATORIES, INC.
GRO TEC, INC.
GULFSTREAM HOME & GARDEN, INC.
INTERPRET USA, LLC
MATTHEWS REDWOOD AND NURSERY SUPPLY, INC.
NEW ENGLAND POTTERY, LLC
NORCAL POTTERY PRODUCTS, INC.
OCEANIC SYSTEMS, INC.
PENNINGTON SEED, INC. OF NEBRASKA
PETS INTERNATIONAL, LTD
PHAETON CORPORATION
SEEDS WEST, INC.
THOMPSON'S VETERINARY SUPPLIES, INC.

For each of the foregoing entities

By: /s/ Stuart W. Booth
Name: Stuart W. Booth
Its Authorized Signatory

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
as Administrative Agent, the Issuing Bank, the Swingline Lender and
a Lender

By: /s/ Clara Sohan

Name: Clara Sohan

Title: Vice President

BANK OF AMERICA, N.A.,
as Syndication Agent and a Lender

By: /s/ J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Vice President

CIBC WORLD MARKETS CORP.,
as a Co-Documentation Agent

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Executive Director

CIBC INC., as a Lender

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE, as an Issuing
Bank with respect to the Existing Letters of Credit

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Authorized Signatory

SUNTRUST BANK, as an Issuing Bank with respect to the Existing
Letters of Credit, a Co-Documentation Agent and a Lender

By: /s/ Hugh E. Brown

Name: Hugh E. Brown

Title: Director

UNION BANK OF CALIFORNIA, N.A.,
As a Co-Documentation Agent and a Lender

By: /s/ J. William Bloore

Name: J. William Bloore

Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: /s/ Meggie Chichioco
Name: Meggie Chichioco
Title: Senior Vice President

HARRIS N.A.,
as a Lender

By: /s/ Jennifer A. Wendrow

Name: Jennifer A. Wendrow

Title: Vice President

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
INTERNATIONAL" NEW YORK BRANCH,
as a Lender

By: /s/ Marina Kremer

Name: Marina Kremer

Title: Vice President

By: /s/ Rebecca O. Morrow

Name: Rebecca O. Morrow

Title: Executive Director

BNP PARIBAS,
as a Lender

By: /s/ Katherine Wolfe

Name: Katherine Wolfe

Title: Managing Director

By: /s/ Sandy Bertram

Name: Sandy Bertram

Title: Vice President

LASALLE BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Adam F. Lutastanski

Name: Adam F. Lutastanski

Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION,
as a Lender

By: /s/ Dwayne Coker

Name: Dwayne Coker

Title: Duly Authorized Signatory

WACHOVIA BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Mark Supple

Name: Mark Supple

Title: Director

ING CAPITAL, LLC,
as a Lender

By: /s/ Marcy Lyons

Name: Marcy Lyons

Title: Director

US BANK NATIONAL ASSOCIATION
as a Lender

By: /s/ Janet Jordan

Name: Janet Jordan

Title: Vice President

COBANK, ACB,
as a Lender

By: /s/ S. Richard Dill

Name: S. Richard Dill

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION
as a Lender

By: /s/ Robert P. Reynolds
Name: Robert P. Reynolds
Title: First Vice President & Senior Relationship Manager

CALYON NEW YORK BRANCH,
as a Lender

By: /s/ F. Frank Herrera

Name: F. Frank Herrera

Title: Director

By: /s/ Richard Laborie

Name: Richard Laborie

Title: Director

FARM CREDIT SERVICES OF AMERICA, PCA,
as a Lender

By: /s/ Steve L. Moore

Name: Steve L. Moore

Title: Vice-President

GREENSTONE FARM CREDIT SERVICES, ACA/FLCA,
as a Lender

By: /s/ Jeff Pavlik
Name: Jeff Pavlik
Title: AVP/Lending Officer

AGFIRST FARM CREDIT BANK,
as a Lender

By: /s/ Curtis D. Carlson

Name: Curtis D. Carlson

Title: Vice President

Humboldt Woods Segregated Portfolio
By: Tall Tree Investment Management, LLC
as Collateral Manager

as a Lender

By: /s/ Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

Founders Grove CLO, Ltd.
By: Tall Tree Investment Management, LLC
as Collateral Manager

as a Lender

By: /s/ Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

WELLS CAPITAL MANAGEMENT 16496500
as a Lender

By: /s/ Christopher Lee
Name: Christopher Lee
Title: Senior Analyst

WELLS CAPITAL MANAGEMENT 18866500,
as a Lender

By: /s/ Christopher Lee

Name: Christopher Lee

Title: Senior Analyst

De Meer Middle Market CLO 2006-1, Ltd.,
as a Lender

De Meer Asset Management, a division of LaSalle Financial
Services, Inc., as Collateral Manager

By: /s/ Will S. Bloom
Name: Will S. Bloom
Title: Assistant Vice President

NACM CLO I,
as a Lender

By: /s/ Joanna Willars
Name: Joanna Willars
Title: Authorized Signatory

LightPoint CLO 2004-1, Ltd.
Marquette US/European CLO p.l.c.
as a Lender

By: /s/ Colin Donlan
Name: Colin Donlan
Title: Director

General Electric Capital Corporation, as Administrator for,
GE CFS Loan Holding 2006-2 LLC,
as a Lender

By: /s/ Dwayne Coker

Name: Dwayne Coker

Title: Duly Authorized Signatory

Stanfield AZURE CLO, Ltd
By: Stanfield Capital Partners, LLC
as its Collateral Manager

as a Lender

By: /s/ Christopher E. Jansen
Name: Christopher E. Jansen
Title: Managing Partner

Stanfield Vantage CLO, Ltd
By: Stanfield Capital Partners, LLC
as its Asset Manager

as a Lender

By: /s/ Christopher E. Jansen
Name: Christopher E. Jansen
Title: Managing Partner

EXHIBIT A

Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of Amendment No. 3, dated as of December 8, 2006 (the "**Amendment**"), to the Credit Agreement, dated as of February 28, 2006, by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and JPMorgan Chase Bank, National Association, as the administrative agent for the Lenders (the "**Administrative Agent**") (as amended by Amendment No. 1 thereto dated as of May 16, 2006, further amended by Amendment No. 2 thereto dated as of August 24, 2006, and further amended by the Amendment, and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Each of the undersigned, by its signature below, hereby (a) acknowledges and consents to the execution and delivery of the Amendment by the parties thereto, (b) agrees that the Amendment and the transactions contemplated thereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Collateral Documents and the other Loan Documents to which it is a party, (c) reaffirms all of its obligations under the Loan Documents to which it is a party, (d) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (e) acknowledges and agrees that each Loan Document executed by it remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in any Loan Document shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified. The Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

Dated as of December 8, 2006

IN WITNESS WHEREOF, this Reaffirmation has been duly executed as of the date first written above.

FARNAM COMPANIES, INC.
FOUR PAWS PRODUCTS, LTD.
KAYTEE PRODUCTS INCORPORATED
PENNINGTON SEED, INC.
T.F.H. PUBLICATIONS, INC.
WELLMARK INTERNATIONAL
ALL-GLASS AQUARIUM CO., INC.
CEDAR WORKS, LLC
GRANT LABORATORIES, INC.
GRO TEC, INC.
GULFSTREAM HOME & GARDEN, INC.
INTERPRET USA, LLC
MATTHEWS REDWOOD AND NURSERY SUPPLY, INC.
NEW ENGLAND POTTERY, LLC
NORCAL POTTERY PRODUCTS, INC.
OCEANIC SYSTEMS, INC.
PENNINGTON SEED, INC. OF NEBRASKA
PETS INTERNATIONAL, LTD
PHAETON CORPORATION
SEEDS WEST, INC.
THOMPSON'S VETERINARY SUPPLIES, INC.

For each of the foregoing entities

By: /s/ Stuart W. Booth

Name: Stuart W. Booth
Its Authorized Signatory

**AMENDMENT NO. 4
TO
CREDIT AGREEMENT**

THIS AMENDMENT NO. 4 TO CREDIT AGREEMENT (the "**Amendment**") is made as of March 15, 2007 by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the institutions listed on the signature pages hereto and JPMorgan Chase Bank, National Association, as the administrative agent for the "**Lenders**" referred to below (the "**Administrative Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the "Credit Agreement" referred to below.

WITNESSETH:

WHEREAS, the signatories hereto are parties to that certain Credit Agreement, dated as of February 28, 2006, among the Company, the Subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and the Administrative Agent (as amended by Amendment No. 1 thereto dated as of May 16, 2006, Amendment No. 2 thereto dated as of August 24, 2006, Amendment No. 3 thereto dated as of December 8, 2006 and as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, the parties hereto have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Lenders and the Administrative Agent have agreed to the following amendment to the Credit Agreement.

1. Amendments. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 below, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended to add the following new definitions in the appropriate alphabetical locations:

"Receivables Factoring Arrangement" has the meaning set forth in the defined term "Permitted Receivables Facility".

"Receivables Securitization Facility" has the meaning set forth in the defined term "Permitted Receivables Facility".

(b) Section 1.01 of the Credit Agreement is hereby amended to insert the words "; in the context of a Receivables Securitization Facility," after the word "shall mean" in each of the definitions of "Receivables Entity" and "Standard Securitization Undertakings".

(c) The definitions of "Permitted Receivables Facility" and "Permitted Receivables Facilities Assets" in Section 1.01 of the Credit Agreement are hereby amended and restated in their entirety as follows:

"Permitted Receivables Facility" shall mean a receivables facility or facilities created under Permitted Receivables Facility Documents, providing for:

(a) the sale or pledge by the Company and/or one or more other Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to the Company and/or such Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell or pledge interests in the respective Permitted Receivables Facility Assets to third-party investors pursuant to the Permitted Receivables Facility Documents (with the Receivables Entity permitted to issue investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables Facility Assets from the Company and/or the respective Receivables Sellers, in each case as more fully set forth in the Permitted Receivables Facility Documents (a "Receivables Securitization Facility");

or

(b) the sale by the Company and/or one or more Receivables Sellers of Permitted Receivables Facility Assets (thereby providing financing to the Company and/or such Receivables Sellers) to a third party (other than an Affiliate) pursuant to arrangements under which such Permitted Receivables Facility Assets are factored on a non-recourse basis, as more fully set forth in the Permitted Receivables Facility Documents (a "Receivables Factoring Arrangement");

provided, that (i) the maximum aggregate amount of Attributable Receivables Indebtedness permitted to be outstanding (and the actual amount outstanding) under all Receivables Securitization Facilities and Receivables Factoring Arrangements shall not exceed \$100,000,000 at any time, and (ii) the investors or financiers party to any Receivables Securitization Facility or Receivables Factoring Arrangement shall have entered into an intercreditor agreement with the Administrative Agent, for itself and the Holders of Secured Obligations, in form and substance reasonably satisfactory to the Administrative Agent, providing for the treatment of Liens on the Permitted Receivables Facility Assets.

"Permitted Receivables Facility Assets" shall mean (i) Receivables (whether now existing or arising in the future) of the Company and its Subsidiaries which are transferred or pledged to the Receivables Entity, or transferred to a non-Affiliate third party, pursuant to the Permitted Receivables Facility, and any related assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset

securitization transactions or factoring arrangements involving receivables similar to Receivables and all proceeds and collections thereof, and (ii) loans to the Company and its Subsidiaries secured by Receivables (whether now existing or arising in the future) of the Company and its Subsidiaries which are made pursuant to a Receivables Securitization Facility.

(d) Section 6.04(e) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(e) investments made in connection with a Permitted Receivables Facility that is a Receivables Securitization Facility;

(e) Clause (C) of Section 6.15(a) of the Credit Agreement is hereby amended and restated in its entirety and new clauses (D) and (E) are hereby inserted therein as follows:

(C) 2.75 to 1.00 commencing with and for the fiscal quarter ending in March 2007 through the fiscal quarter ending in June 2007;

(D) 3.00 to 1.00 commencing with and for the fiscal quarter ending in September 2007 through the fiscal quarter ending in June 2008; and

(E) 3.25 to 1.00 commencing with and for the fiscal quarter ending in September 2008 and for each fiscal quarter thereafter.

(f) Clauses (B), (C), (D) and (E) of Section 6.15(b) of the Credit Agreement are hereby amended and restated in their entirety and new clauses (F) and (G) are hereby inserted therein as follows:

(B) 4.50 to 1.00 for the fiscal quarter ending in December 2006;

(C) 4.75 to 1.00 commencing with and for the fiscal quarter ending in March 2007 through the fiscal quarter ending in June 2007;

(D) 4.25 to 1.00 commencing with and for the fiscal quarter ending in September 2007 through the fiscal quarter ending in June 2008;

(E) 4.00 to 1.00 commencing with and for the fiscal quarter ending in September 2008 through the fiscal quarter ending in June 2009;

(F) 3.75 to 1.00 for the fiscal quarter ending in September 2009; and

(G) 3.50 to 1.00 commencing with and for the fiscal quarter ending in December 2009 and for each fiscal quarter thereafter.

2. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof if, and only if, the Administrative Agent shall have received:

(a) executed copies of this Amendment from the Company and the Required Lenders; (b) executed copies of

the Reaffirmation attached hereto in the form of Exhibit A from the existing Subsidiary Guarantors; and (c) all fees agreed to be paid by the Company in connection with this Amendment.

3. Representations and Warranties of the Company. The Company hereby represents and warrants as follows:

(a) The Company has the power and authority and legal right to execute and deliver this Amendment and the Credit Agreement (as modified hereby) and to perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Amendment and the performance of its obligations hereunder and under the Credit Agreement (as modified hereby) have been duly authorized by proper proceedings, and this Amendment and the Credit Agreement (as modified hereby) constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) Neither the execution and delivery by the Company of this Amendment, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof or of the Credit Agreement (as modified hereby) (i) will require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (ii) will violate any applicable law or regulation or the charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any order of any Governmental Authority, (iii) will violate or result in a default under any indenture, agreement or other instrument binding upon the Company or any of its Subsidiaries or its assets (including, without limitation, the Senior Subordinated Note Indenture and the Senior Subordinated Notes), or give rise to a right thereunder to require any payment to be made by the Company or any of its Subsidiaries or (iv) will result in the creation or imposition of any Lien on any asset of the Company or any of its Subsidiaries.

(c) As of the date hereof and giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing and (ii) the representations and warranties of the Company set forth in the Credit Agreement (as modified hereby) and the other Loan Documents are true and correct in all material respects (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

4. Reference to and Effect on the Credit Agreement and Loan Documents

(a) Upon the effectiveness of this Amendment, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as modified hereby. This Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated herein or therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

(b) The Company (i) agrees that this Amendment and the transactions contemplated hereby shall not limit or diminish the obligations of the Company arising under or pursuant to the Credit Agreement and the other Loan Documents to which it is a party, (ii) reaffirms its obligations under the Credit Agreement and each and every other Loan Document to which it is a party (including, without limitation, each applicable Collateral Document), (iii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (iv) acknowledges and agrees that, except as specifically modified above, the Credit Agreement and all other Loan Documents executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of or consent to any modification of any provision of the Credit Agreement or any other Loan Documents executed and/or delivered in connection therewith.

5. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts (including by means of facsimile or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

CENTRAL GARDEN & PET COMPANY,
as the Company

By: /s/ Roger J. Fleischmann, Jr.

Name: Roger J. Fleischmann, Jr.

Title: Vice President and Treasurer

BANK OF AMERICA, N.A.,
as Syndication Agent and a Lender

By: /s/ J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Vice President

CIBC WORLD MARKETS CORP.,
as a Co-Documentation Agent

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Executive Director

CIBC INC.,
as a Lender

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF COMMERCE,
as an Issuing Bank with respect to the Existing Letters of Credit

By: /s/ Leonardo Fernandez
Name: Leonardo Fernandez
Title: Authorized Signatory

SUNTRUST BANK,
as an Issuing Bank with respect to the Existing Letters of Credit, a
Co-Documentation Agent and a Lender

By: /s/ Susan M. Hall

Name: Susan M. Hall

Title: Managing Director

UNION BANK OF CALIFORNIA, N.A.,
As a Co-Documentation Agent and a Lender

By: /s/ J. William Bloore

Name: J. William Bloore

Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: /s/ Meggie Chichioco

Name: Meggie Chichioco

Title: Senior Vice President

HARRIS N.A.,
as a Lender

By: /s/ Jennifer A. Wendrow

Name: Jennifer A. Wendrow

Title: Vice President

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL"
NEW YORK BRANCH,
as a Lender

By: /s/ Jana Dombrowski

Name: Jana Dombrowski

Title: Executive Director

By: /s/ Rebecca O. Morrow

Name: Rebecca O. Morrow

Title: Executive Director

BNP PARIBAS,
as a Lender

By: /s/ Pierre-Nicholas Rogers

Name: Pierre-Nicholas Rogers

Title: Managing Director

By: /s/ Sandy Bertram

Name: Sandy Bertram

Title: Vice President

LASALLE BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Adam F. Lutastanski

Name: Adam F. Lutastanski

Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION,
as a Lender

By: /s/ Dwayne Coker

Name: Dwayne Coker

Title: Duly Authorized Signatory

WACHOVIA BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Tom Harper

Name: Tom Harper

Title: Managing Director

ING CAPITAL, LLC,
as a Lender

By: /s/ Lina A. Garcia
Name: Lina A. Garcia
Title: Vice President

US BANK NATIONAL ASSOCIATION
as a Lender

By: /s/ Janet Jordan

Name: Janet Jordan

Title: Vice President

COBANK, ACB,
as a Lender

By: /s/ S. Richard Dill

Name: S. Richard Dill

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION
as a Lender

By: /s/ David C. Hants

Name: David C. Hants

Title: Commercial Executive

CALYON NEW YORK BRANCH,
as a Lender

By: /s/ Dianne M. Scott

Name: Dianne M. Scott

Title: Managing Director

By: /s/ Richard Laborie

Name: Richard Laborie

Title: Director

FARM CREDIT SERVICES OF AMERICA, PCA,
as a Lender

By: /s/ Steve L. Moore

Name: Steve L. Moore

Title: Vice-President

GREENSTONE FARM CREDIT SERVICES, ACA/FLCA,
as a Lender

By: /s/ Alfred S. Compton Jr.
Name: Alfred S. Compton Jr.
Title: Vice-President/Managing Director

IKB Capital Corporation
as a Lender

By: /s/ David N. Snyder
Name: David N. Snyder
Title: President

DEL MAR CLO I, Ltd

By: Caywood-Scholl Capital Management, LLC
as Collateral Manager
as a Lender

By: /s/ Thomas W. Saake

Name: Thomas W. Saake

Title: Managing Director

NACM CLO 1,
as a Lender

By: /s/ Joanna Willars

Name: Joanna Willars

Title: Authorized Signatory

LightPoint CLO 2004-1, Ltd.
Marquette US/European CLO p.l.c.
as a Lender

By: /s/ Colin Donlan
Name: Colin Donlan
Title: Director

AGFIRST FARM CREDIT BANK,
as a Lender

By: /s/ Steven J. O'Shea

Name: Steven J. O'Shea

Title: Vice President

PACIFICA CDO IV, LTD,
as a Lender

By: /s/ Amy Adler

Name: Amy Adler

Title: Vice President

PACIFICA CDO V, LTD,
as a Lender

By: /s/ Amy Adler

Name: Amy Adler

Title: Vice President

PACIFICA CDO VI, LTD,
as a Lender

By: /s/ Amy Adler

Name: Amy Adler

Title: Vice President

ERSTE BANK,
as a Lender

By: /s/ Paul Judicke

Name: Paul Judicke

Title: Executive Director

By: /s/ Brandon Meyerson

Name: Brandon Meyerson

Title: Director

De Meer Middle Market CLO 2006-1, Ltd.,
as a Lender

De Meer Asset Management, a division of LaSalle Financial Services,
Inc., as Collateral Manager

By: /s/ Will S. Bloom

Name: Will S. Bloom

Title: Assistant Vice President

QUALCOMM Global Trading, Inc.
By: Morgan Stanley Investment Management Inc.,
as Investment Manager

as a Lender

By: /s/ Kevin Egan
Name: Kevin Egan
Title: Executive Director

Morgan Stanley Investment Management Croton, Ltd.
By: Morgan Stanley Investment Management Inc
as Collateral Manager

as a Lender

By: /s/ Kevin Egan
Name: Kevin Egan
Title: Executive Director

Confluent 3 Limited

By: Morgan Stanley Investment Management Inc.
as Investment Manager

as a Lender

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Executive Director

BANK OF MONTREAL
BY HIM MONEGY, INC., AS AGENT,
as a Lender

By: /s/ Jason Anderson

Name: Jason Anderson

Title: Associate:

Atlas Loan Funding (CENT I) LLC
By: RiverSource Investments, LLC
Attorney in Fact

as a Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations:

Centurion CDO II, Ltd.

By: RiverSource Investments, LLC as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Centurion CDO III, Limited.
By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Centurion CDO VI, Ltd.
By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations:

Centurion CDO VII, Ltd.

By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Centurion CDO 8, Limited.
By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil
Name: Robin C. Stancil
Title: Director of Operations:

Centurion CDO 9, Ltd.

By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Cent CDO 10, Ltd.

By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Cent CDO XI, Ltd.

By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Cent CDO 12, Limited.

By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Sequils-Centurion V, Ltd.

By: RiverSource Investments, LLC as Collateral Manager

as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

RiverSource Bond Series, Inc.,
RiverSource Floating Rate Fund
as a Lender

By: /s/ Robin C. Stancil

Name: Robin C. Stancil

Title: Director of Operations:

Ameriprise Certificate Company
By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Yvonne E. Stevens
Name: Yvonne E. Stevens
Title: Senior Managing Director

IDS Life Insurance Company
By: RiverSource Investments, LLC
as Collateral Manager

as a Lender

By: /s/ Yvonne E. Stevens
Name: Yvonne E. Stevens
Title: Senior Managing Director

Humboldt Woods Segregated Portfolio
By: Tall Tree Investment Management, LLC
as Collateral Manager

as a Lender

By: /s/ Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

Founders Grove CLO, Ltd.
By: Tall Tree Investment Management, LLC
as Collateral Manager

as a Lender

By: /s/ Michael J. Starshak Jr.
Name: Michael J. Starshak Jr.
Title: Officer

BALLYROCK CLO 2006-2 LTD,
BALLYROCK Investment Advisors LLC,
as Collateral Manager
as a Lender

By: /s/ Lisa Rymut
Name: Lisa Rymut
Title: Assistant Treasurer

FIDELITY CENTRAL INVESTMENT PORTFOLIOS LLC:
FIDELITY FLOATING RATE CENTRAL
INVESTMENT PORTFOLIO,
as a Lender

By: /s/ John Costello
Name: John Costello
Title: Assistant Treasurer

FIDELITY ADVISOR SERIES II: FIDELITY ADVISOR
FLOATING RATE HIGH INCOME FUND,
as a Lender

By: /s/ John Costello
Name: John Costello
Title: Assistant Treasurer

Stanfield Vantage CLO, Ltd
By: Stanfield Capital Partners, LLC
as its Asset Manager

as a Lender

By: /s/ David Frey _____
Name: David Frey
Title: Managing Director

Stanfield AZURE CLO, Ltd
By: Stanfield Capital Partners, LLC
as its Asset Manager

as a Lender

By: /s/ David Frey _____
Name: David Frey
Title: Managing Director

SENIOR DEBT PORTFOLIO

By: Boston Management and Research as Investment Advisor
as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

EATON VANCE SENIOR INCOME TRUST
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE SENIOR LOAN FUND
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

Eaton Vance CDO VIII, Ltd.
By: Eaton Vance Management
as Investment Advisor

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

Eaton Vance CDO IX Ltd.
By: Eaton Vance Management
as Investment Advisor

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

GRAYSON & CO
BY: BOSTON MANAGEMENT AND RESEARCH
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

THE NORINCHUKIN BANK, NEW YORK BRANCH,
through State Street Bank and Trust Company N.A.
as Fiduciary Custodian

By: Eaton Vance Management, Attorney-in-fact

as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

BIG SKY III SENIOR LOAN TRUST
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE
VT FLOATING-RATE INCOME FUND
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE LIMITED DURATION INCOME FUND
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE SENIOR
FLOATING-RATE TRUST
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

EATON VANCE FLOATING-RATE INCOME TRUST
BY: EATON VANCE MANAGEMENT
AS INVESTMENT ADVISOR

as a Lender

By: /s/ Michael B. Botthof
Name: Michael B. Botthof
Title: Vice President

Eaton Vance Variable Leverage Fund Ltd.

By: Eaton Vance Management
As Investment Advisor

as a Lender

By: /s/ Michael B. Botthof

Name: Michael B. Botthof

Title: Vice President

General Electric Capital Corporation, as Administrator for,
GE CFS Loan Holding 2006-2 LLC,

as a Lender

By: /s/ Dwayne Coker
Name: Dwayne Coker
Title: Duly Authorized Signatory

BlackRock Limited Duration Income Trust
BlackRock Senior Income Series III
Granite Finance Limited
Magnetite Asset Investors III L.L.C.
as a Lender

By: /s/ [Illegible]

Name: _____

Title:

ALZETTE EUROPEAN CLO S.A.

By: INVESCO Senior Secured Management, Inc.
as Collateral Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

DIVERSIFIED CREDIT PORTFOLIO LTD.

By: INVESCO Senior Secured Management, Inc.
as Investment Adviser

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

AIM FLOATING RATE FUND

By: INVESCO Senior Secured Management, Inc.
As Sub-Adviser

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

KATONAH V. LTD.

By: INVESCO Senior Secured Management, Inc.
As Investment Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

NAUTIQUE FUNDING LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

MOSELLE CLO S.A.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

PETRUSSE EUROPEAN CLO S.A.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

SAGAMORE CLO LTD.

By: INVESCO Senior Secured Management, Inc.
As Collateral Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

SARATOGA CLO I, LIMITED

By: INVESCO Senior Secured Management, Inc.
As the Asset Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

WASATCH CLO LTD

By: INVESCO Senior Secured Management, Inc.
As the Asset Manager

By: /s/ Thomas Weald

Name: Thomas Weald

Title: Authorized Signatory

Inwood Park CDO Ltd.
By: Blackstone Debt Advisors L.P.
As Collateral Manager

as a Lender

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Senior Managing Director

Prospect Park CDO Ltd.
By: Blackstone Debt Advisors L.P.
As Collateral Manager

as a Lender

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Senior Managing Director

Monument Park CDO Ltd.
By: Blackstone Debt Advisors L.P.
As Collateral Manager

as a Lender

By: /s/ Dean T. Criares
Name: Dean T. Criares
Title: Senior Managing Director

Atlas Loan Funding (Navigator), LLC
By: Atlas Capital Funding, Ltd.
By: Structured Asset Investors, LLC
Its Investment Manager,
as a Lender

By: /s/ Diana M. Himes
Name: Diana M. Himes
Title: Vice President

FRANKLIN CLO V, LTD

as a Lender

By: /s/ David Ardini

Name: David Ardini

Title: Vice President

BLUE SHIELD OF CALIFORNIA

as a Lender

By: /s/ David Ardini

Name: David Ardini

Title: Vice President

FRANKLIN FLOATING RATE
DAILY ACCESS FUND

as a Lender

By: /s/ Richard Hsu

Name: Richard Hsu

Title: Vice President

Franklin Floating Rate Master Series

as a Lender

By: /s/ Richard Hsu

Name: Richard Hsu

Title: Vice President

FRANKLIN TOTAL RETURN FUND

as a Lender

By: /s/ Richard Hsu

Name: Richard Hsu

Title: Vice President

FRANKLIN TEMPLETON
LIM DURATION INCOME TRUST

as a Lender

By: /s/ Richard Hsu

Name: Richard Hsu

Title: Vice President

EXHIBIT A

Reaffirmation

Each of the undersigned hereby acknowledges receipt of a copy of Amendment No. 4, dated as of March 15, 2007 (the "**Amendment**"), to the Credit Agreement, dated as of February 28, 2006, by and among Central Garden & Pet Company, a Delaware corporation (the "**Company**"), the subsidiary Borrowers from time to time parties thereto, the financial institutions from time to time parties thereto (the "**Lenders**") and JPMorgan Chase Bank, National Association, as the administrative agent for the Lenders (the "**Administrative Agent**") (as amended by Amendment No. 1 thereto dated as of May 16, 2006, Amendment No. 2 thereto dated as of August 24, 2006, Amendment No. 3 thereto dated as of December 8, 2006 and further amended by the Amendment, and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement.

Each of the undersigned, by its signature below, hereby (a) acknowledges and consents to the execution and delivery of the Amendment by the parties thereto, (b) agrees that the Amendment and the transactions contemplated thereby shall not limit or diminish the obligations of such Person arising under or pursuant to the Collateral Documents and the other Loan Documents to which it is a party, (c) reaffirms all of its obligations under the Loan Documents to which it is a party, (d) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent (for itself and the other Holders of Secured Obligations) pursuant to any of the Loan Documents, and (e) acknowledges and agrees that each Loan Document executed by it remains in full force and effect and is hereby reaffirmed, ratified and confirmed. All references to the Credit Agreement contained in any Loan Document shall be a reference to the Credit Agreement as so modified by the Amendment and as the same may from time to time hereafter be amended, restated, supplemented or otherwise modified. The Amendment is a Loan Document pursuant to the Credit Agreement and shall (unless expressly indicated therein) be construed, administered, and applied, in accordance with all of the terms and provisions of the Credit Agreement.

Dated as of March 15, 2007

IN WITNESS WHEREOF, this Reaffirmation has been duly executed as of the date first written above.

FARNAM COMPANIES, INC.
FOUR PAWS PRODUCTS, LTD.
KAYTEE PRODUCTS INCORPORATED
PENNINGTON SEED, INC.
T.F.H. PUBLICATIONS, INC.
WELLMARK INTERNATIONAL
ALL-GLASS AQUARIUM CO., INC.
CEDAR WORKS, LLC
GRANT LABORATORIES, INC.
GRO TEC, INC.
GULFSTREAM HOME & GARDEN, INC.
INTERPRET USE, LLC
MATTHEWS REDWOOD AND NURSERY SUPPLY, INC.
NEW ENGLAND POTTERY, LLC
NORCAL POTTERY PRODUCTS, INC.
OCEANIC SYSTEMS, INC.
PENNINGTON SEED, INC. OF NEBRASKA
PETS INTERNATIONAL, LTD
PHAETON CORPORATION
SEEDS WEST, INC.
THOMPSON'S VETERINARY SUPPLIES, INC.

For each of the foregoing entities

By: /s/ Stuart W. Booth

Name: Stuart W. Booth

Its Authorized Signatory