

**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): September 16, 2019

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
(I.R.S. Employer
Identification Number)

1340 Treat Boulevard, Suite 600, Walnut Creek, California 94597
(Address of Principal Executive offices) (Zip Code)

(925) 948-4000
(Registrant's Telephone Number, including Area Code)

Not Applicable
(Former Name or Former Address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CENT	The NASDAQ Stock Market LLC
Class A Common Stock	CENTA	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 16, 2019, Central Garden & Pet Company (the “Company”) announced the appointment of Timothy P. Cofer as Chief Executive Officer of the Company and a member of the Board of Directors, effective October 14, 2019. As previously announced, George Roeth, the Company’s current President and Chief Executive Officer will retire from the Company and as a member of the Board of Directors effective September 28, 2019.

Mr. Cofer, age [50], was Executive Vice President and Chief Growth Officer of Mondelēz International, Inc. from January 2016 until September 2019 and served as Interim President, North America from April to November 2017, Executive Vice President and President, Asia Pacific and EEMEA from September 2013 to December 2015 and Executive Vice President and President, Europe from August 2011 to September 2013. Prior to that, Mr. Cofer held various positions of increasing responsibility since joining Mondelēz International in 1992. A copy of the press release announcing Mr. Cofer’s appointment is attached as Exhibit 99.1.

Under the terms of an employment agreement dated September 16, 2019, Mr. Cofer will receive an annual salary of \$975,000 and a target bonus equal to 100% of his base salary. He will also receive a signing bonus of \$1,000,000 and an initial stock option grant for Class A common stock with a Black Scholes value of \$1,100,000 and vesting 25% per year on the anniversary of the grant date.

On the date of the Companywide equity grant for fiscal year 2020, Mr. Cofer will be entitled to receive a combination of restricted stock, performance units and stock options to purchase a number of shares of Class A common stock with a Black Scholes value equity to \$2.3 million. The vesting period for both the restricted stock and the stock options is 25% per year and the options expire six years from the date of grant. Mr. Cofer will receive a similar grant for each subsequent fiscal year. Beginning September 29, 2021, Mr. Cofer will be required to hold capital stock with a value of not less than four times his annual salary.

To compensate Mr. Cofer for the lost value of unvested performance units, restricted stock and stock options granted by Mondelēz, the Company will make retention payments to Mr. Cofer of \$1.9 million per year in each of fiscal 2021, 2022, 2023 and 2024 plus 8% compounded interest from his start date, unless he terminates his employment or he has been terminated by the Company with cause.

Mr. Cofer will also be entitled to a housing allowance not to exceed \$8,000 per month for a period of 18 months and other benefits, including health coverage, financial counseling and a car allowance.

The Company may terminate Mr. Cofer at any time without cause by giving him 90 days’ notice. Subject to executing a general release, Mr. Cofer will be entitled to continued vesting of previously granted stock options, restricted stock and performance units subject to his continued service under the terms of a post-employment consulting agreement pursuant to which Mr. Cofer will provide consulting services for 48 months upon termination of his employment with the Company. For these services, Mr. Cofer will be entitled to receive, on an annual basis, 10% of his base salary at the time of the termination of his employment with the Company, in addition to any compensation he may be entitled to for serving on the Board of Directors of the Company. Mr. Cofer will also be entitled to continued vesting of any outstanding equity upon retirement on or after age 65, subject to his continued service under the post-employment consulting agreement.

The above descriptions of the Employment Agreement and Post Employment Consulting Agreement are qualified in their entirety by reference to those agreements. A copy of the Employment Agreement, and the Post Employment Consulting Agreement which is an exhibit to the Employment Agreement, are filed as Exhibit 10.1 to this Current Report and incorporated by reference herein.

There are no family relationships between any director or executive officer of the Company and Mr. Cofer, and no transactions reportable under Item 404(a) of Regulation S-K in which he has a direct or indirect material interest. Further, there are no arrangements or understandings between Mr. Cofer and any other person pursuant to which he was appointed to serve as Chief Executive Officer.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Title or Description</u>
10.1*	<u>Employment Agreement (including Post Employment Consulting Agreement), dated September 16, 2019 (effective October 14, 2019) between the Company and Timothy P. Cofer.</u>
99.1	<u>Press release announcing CEO appointment, dated September 16, 2019.</u>
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

* Management contract or compensatory plan or arrangement.

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/ George Yuhas

George Yuhas
General Counsel

Dated: September 19, 2019

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into by Central Garden & Pet Company (the "Company") and Timothy P. Cofer ("Executive") to become effective in accordance with the terms of Section 1 hereof.

WHEREAS, the Company desires to employ Executive and Executive desires to become employed by the Company;

THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall become effective on October 14, 2019, ("Effective Date").
2. **Term of Employment:** Executive will be employed by the Company for an indefinite term, subject to termination as set forth below. (the "Term of Employment")
3. **Position:** Executive shall serve as Chief Executive Officer of the Company. He shall perform those duties and responsibilities consistent with such position that are assigned to him by the Board of Directors of the Company. In addition, Executive shall be a member of the Board of Directors of the Company during the Term of Employment.
4. **Full Time Performance of Duties:** During the Term of Employment, except for periods of absence occasioned by illness, reasonable vacation periods, and reasonable leaves of absence, Executive agrees to devote substantially all his business time, attention, skill, and efforts to the faithful and loyal performance of his duties under this Agreement and shall not during his employment with the Company engage in any other business activities, duties or pursuits, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of Company. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities for which Executive will not receive additional compensation from the Company, shall not be considered a breach of this Agreement if those activities do not materially interfere with the services required of Executive under this Agreement. Notwithstanding anything else herein contained, Executive shall be permitted to be a member of the Board of one other company of his choosing not competitive with the Company.
5. **Salary:** The Company will pay Executive an annualized base salary of \$975,000.00 in accordance with the Company's payroll practices for executives. Executive will be eligible for periodic salary reviews consistent with the Company's salary review practices for executives.
6. **Bonus:** Executive will be eligible for a bonus each year during the Term of Employment with a target amount of one hundred percent (100%) of Executive's base salary in effect at the beginning of the year in question, to be awarded upon attainment of the annual operating goals and the personal goals established by the Board of Directors of the Company. The award and amount of any such bonus shall be in the discretion of the Company.
7. **Initial Grant of Options and Signing Bonus:** On the Effective Date, executive will be granted non-qualified stock options to purchase a number of shares of Company Common Stock (CENT A) with a Black Scholes value, as determined by the Company

in its sole discretion, equal to \$1,100,000. The exercise price of such options will be equal to the “fair market value” upon the date of issue. These options shall vest over a four (4) year period at a rate of twenty-five percent (25%) per year with the first tranche vesting on the first anniversary of the date of grant. Executive has previously received a signing bonus of \$1,000,000.

8. **Options, Restricted Stock and Performance Units:** On the date of the Companywide stock option grant for fiscal year 2020, Executive will be granted a combination of restricted stock, performance units and non-qualified stock options to purchase a number of shares of Company Common Stock (CENT A) the combination of which, with a Black Scholes value equal to \$2,300,000, shall be made at the sole discretion of the Company. The exercise price of such options will be equal to the “fair market value” upon the date of issue. These options shall vest over a four (4) year period at a rate of twenty-five percent (25%) per year with the first tranche vesting on the first anniversary of the date of grant. The options shall expire on the sixth anniversary of date of grant. The restricted stock shall vest over a four year period at the rate of 25% per year with the first tranche vesting on the first anniversary of the date of grant. The performance units, if any, shall reflect performance criteria developed by the Compensation Committee of the Company after consultation with Executive. The terms of the options and the restricted stock and the performance units, if any, shall be consistent with the terms of the Central Garden & Pet Company 2003 Omnibus Equity Incentive Plan. All determinations as to fair market value, Black Scholes value or numbers of shares required by this Section 8 shall be made by the Board of Directors in its sole discretion. At the time of the Companywide option grant for each subsequent fiscal year during which Executive is employed hereunder, Executive will receive a similar grant. If Executive terminates his employment as set forth in Section 16 or the Company terminates Executive’s employment without cause as set forth in Section 17, and in either case, Executive executes a general release as contemplated by such Section, all options, restricted stock and performance units not yet vested shall continue to vest in accordance with the terms of Section 16 or Section 17; provided, however, that in the fiscal year of termination, only a prorated portion of the options, restricted stock and performance units granted with respect to that fiscal year – measured by the portion of the fiscal year during which Executive is employed by the Company – will continue to vest.

9. **Retention Payments:** The Company shall make payments to Executive on October 14, 2021, 2022, 2023 and 2024 (the “Payment Dates”), but if and only if Executive has been continuously employed by the Company from the Effective Date to any such Payment Date or has been terminated by the Company without cause. The amount of each of such of payments shall be \$1,900,000 plus compound annual interest at the rate of 8% per year from the Effective Date.

The first such payment shall be made in cash, and the payments to be made in 2022, 2023 and 2024 shall be made in Company stock or at the option of the Company in cash or in a combination of cash and Company stock upon not less than 60 days prior written notice to Executive. The Company will make these payments to Executive on the dates agreed except in the case of termination of employment by Executive or termination of employment of Executive by the Company with cause prior to the applicable payment deadline. The Fair Market Value of any shares to be delivered pursuant to this Section 9 shall be determined by the Board of Directors or the Compensation Committee in its sole discretion.

10. **Benefits:** Subject to all applicable eligibility requirements Executive will participate in any and all 401(k), medical, dental, life and long-term disability insurance and/or other benefit plan which, from time to time, may be established as generally applicable to other similarly situated Company executives. Without limiting the generality of the

foregoing, such participation shall include access for Executive and his family to and coverage for Executive's network of Blue Cross/Blue Shield doctors in Illinois and the ability for Executive to participate in the Company's 401(k)/WRAP program. Executive shall be reimbursed for a period of 18 months for rent not to exceed \$8,000 per month for a 2-bedroom condominium in Walnut Creek, California. Executive shall be entitled to full relocation benefits, in accordance with the Company's relocation benefits policy. Executive shall be reimbursed for expenditures for tax preparation and financial counseling in an amount not to exceed \$20,000 in any calendar year. Executive shall be reimbursed for first class air travel in connection with business travel by Executive and commuting between his home in Illinois and the offices of the Company.

11. **Company Stock:** From October 14, 2021, until the expiration of this Agreement, Executive agrees to hold capital stock of the Company with a value of not less than four times his annual salary. For purposes of this Section 11 restricted stock held by Executive shall be included in determining the value of the capital stock of the Company held by Executive regardless of whether such restricted stock is vested or unvested. Executive will not be required to purchase additional stock to achieve this holding requirement; provided, however, that Executive agrees not to sell any stock unless and until the holding requirement is met.

12. **Automobile:** During the Term of Employment, the Company will provide Executive with a monthly automobile allowance of \$1,100. Executive is responsible for taxes, if any, associated with this allowance.

13. **Reimbursement of Expenses:** The Company will reimburse Executive for all reasonable travel, entertainment and other expenses incurred or paid by the Executive in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement in accordance with the Company's policies, upon presentation by Executive of documentation, expense statements, vouchers and/or other supporting information as the Company may request.

14. **Incapacity or Death:** In the event that Executive becomes physically or mentally disabled or incapacitated such that it is the reasonable, good faith opinion of the Company that Executive is unable to perform the services required under this Agreement with or without reasonable accommodation, then after four (4) months of continuous physical or mental disability, this Agreement will terminate; *provided, however*, that during this four (4) month period, Executive shall be entitled to the continuation of his compensation as provided by this Agreement; however such continued payments by the Company shall be integrated with any disability, workers' compensation, or other insurance payments received, such that the total amount does not exceed the compensation as provided by this Agreement. For purposes of this Agreement, physical or mental disability does not include any disability arising from current use of alcohol, drugs or related issues. Notwithstanding the foregoing, if the Company terminates Executive's employment due to incapacity or death, all previously granted stock options and restricted stock shall continue to vest in accordance with their terms for a period of one year after termination of employment notwithstanding such termination of employment (after which further vesting shall cease), and with respect to stock options, shall remain exercisable until the expiration date of each such stock option set forth in Section 8 hereof.

15. **Termination by the Company For Cause:** The Company may terminate Executive for cause. If Executive is terminated for cause, he will receive only his compensation earned pro rata to the date of his termination. All other benefits will cease on the date of Executive's termination. Cause shall be defined as:

- (a) An act or omission constituting negligence or misconduct which is materially injurious to the Company;

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- (b) Failure to comply with the lawful directives of the Board of Directors;
 - (c) A material breach of this Agreement by Executive, which is not cured within thirty (30) days after written notice thereof;
 - (d) Failure to perform the lawful and reasonable job duties assigned to the Executive at a satisfactory level following written notice by the Company to the Executive of the specific failures and a 30 day period to cure any such failure;
 - (e) The abuse of alcohol or drugs which impacts Executive's ability to satisfactorily perform Executive's job duties;
 - (f) Fraud, theft or embezzlement of Company assets, criminal conduct or any other act of moral turpitude by which is materially injurious to the Company;
 - (g) A material violation of any securities law, regulation or compliance policy of the Company;
 - (h) Executive's death or incapacity exceeding four (4) months as provided in Section 14 above.

16. **Termination By Executive For Cause Or Upon Retirement:** Executive may terminate this Agreement (a) at any time in the event of a material breach by the Company which is not cured by the Company after delivery by Executive of thirty (30) days written notice to the Company's Vice President of Human Resources; or (b) in the event of Executive's decision to retire from active employment at any time after Executive reaches age 65 by giving one hundred eighty (180) days' written notice to the Company's Vice President of Human Resources. If Executive terminates his employment under this section, within ten (10) days after a general release signed by Executive and the Company substantially in the form of the general release attached hereto as Exhibit C becomes irrevocable, Executive will be entitled to continued vesting of previously granted stock options and restricted stock and performance units (subject to compliance with any applicable performance conditions) to the extent provided in Section 8 hereof and subject to his compliance with the terms of the Post Employment Consulting Agreement attached hereto as Exhibit A. Such continued vesting shall be Executive's sole and exclusive remedy in the event of a termination of this Agreement by Executive pursuant to this Section 16.

17. **Termination By The Company Without Cause:** The Company may terminate Executive's employment under this Agreement at any time without cause by giving Executive ninety (90) days' written notice of termination. If the Company terminates Executive under this section, within ten (10) days after a general release signed by Executive and the Company substantially in the form of the general release attached hereto as Exhibit C becomes irrevocable, Executive will be entitled to continued vesting of previously granted stock options and restricted stock and performance units (subject to compliance with any applicable performance conditions) to the extent provided in Section 8 hereof and subject to his compliance with the terms of the Post Employment Consulting Agreement attached hereto as Exhibit A. Such continued vesting, together with 12 months current base salary shall be Executive's sole and exclusive remedy in the event of a termination of this Agreement by the Company pursuant to this Section 17.

18. **Section 409A Delay:** Each payment hereunder subject to Section 409A will be considered a separate payment for purposes of Section 409A. To the extent that it is determined by the Company in good faith that all or a portion of any payments hereunder subject to Section 409A made in connection with Executive's separation from service are not exempt from Section 409A and that Executive is a "specified employee" (within the meaning of Section 409A) at the time of his separation from service, then payment of such non-exempt payments shall not be made until the date that is six (6) months and one day after his separation from service (or, if earlier, his death), with any payments that are required to be delayed being accumulated during the six-month period and paid in a lump sum on the date that is six (6) months and one day following his separation from service and any subsequent payments, if any, being paid in accordance with the dates and terms set forth herein.

19. **Termination by Executive Without Cause:** Executive may terminate his employment without cause by giving the Company ninety (90) days written notice of termination. If Executive terminates his employment without cause under this section, he will receive only his salary and benefits earned pro rata to the date of his termination. All other salary and benefits will cease on the date of Executive's termination. At its option, the Company may pay Executive his salary and benefits provided in this Agreement through the effective date of his written notice of termination and immediately accept his termination.

20. **Confidential Business Information:** The Company has and will continue to spend significant time, effort and money to develop proprietary information which is vital to the Company's business. During Executive's employment with the Company, Executive has and will have access to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy relating to the Company's products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called "Company Confidential Information"). Executive will not, during his employment with the Company or thereafter, directly or indirectly disclose to any other person or entity, or use for Executive's own benefit or for the benefit of others besides the Company, any Company Confidential Information. Upon termination of this Agreement, Executive agrees to promptly return all Company Confidential Information.

21. **Non-Solicitation of Employees:** While Executive is employed by the Company and for twelve (12) months after such employment terminates, Executive will not (acting either directly or indirectly, or through any other person, firm, or corporation) induce or attempt to induce or influence any employee of the Company to terminate employment with the Company when the Company desires to retain that person's services.

22. **Duty of Loyalty:** During term of this Agreement, Executive agrees that he will not, nor will he permit any entity or other person under his control, to hold, manage operate or control, or participate in the ownership, management, operation or control of, or render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, nutrition or pet related products.

23. **Separability:** Each provision of this Agreement is separable and independent of the other provisions. If any part of this Agreement is found to be invalid, the remainder shall be given full force and effect as permitted by law.

24. **Complete Agreement:** This Agreement constitutes the entire agreement between Executive and the Company regarding the subjects covered by this Agreement. No other agreement, understanding, statement or promise other than those contained in this Agreement is part of their employment agreement or will be effective. Any modification of this Agreement will be effective only if it is in writing and signed by the Chief Executive Officer of the Company.

25. **Notice:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or mailed by certified or registered mail with postage prepaid:

If to the Company to:

Central Garden & Pet Company
1340 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Attention: Chief Executive Officer

with a copy to:

Central Garden & Pet Company
1340 Treat Blvd., Suite 600
Walnut Creek, CA 94597
Attention: General Counsel

If to the Executive to:

Timothy P. Cofer
900 S. Ridge Road
Lake Forest, IL 60045

26. **Related Agreements:** As an inducement to Executive and to the Company to enter into this Agreement, Executive has executed Exhibit A Post Employment Consulting Agreement and Exhibit B Agreement to Protect Confidential Information, Intellectual Property and Business Relationships, and will execute, if appropriate Exhibit C, the General Release of All Claims, all attached and incorporated by reference. Exhibits A, B and C, to the extent executed by both Executive and the Company, and sections 20, 21 and 22 of this Agreement shall survive the termination of this Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of September 16, 2019.

/s/ Timothy P. Cofer

Executive

Central Garden & Pet Company

By /s/ William E. Brown

EXHIBIT A

POST EMPLOYMENT CONSULTING AGREEMENT

This Agreement is made as of September 16, 2019 (the "Effective Date") by and between Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company") and Timothy P. Cofer ("Executive").

WHEREAS, Executive recognizes that in his capacity as a key executive with the Company he will provide unique services that will be exceedingly difficult to replace after termination of his employment;

WHEREAS, Executive recognizes that the Company desires continued access to Executive's unique services, knowledge and a reasonable transition after the termination of Executive's employment;

WHEREAS, Executive recognizes that he has been provided adequate consideration for entering into this Consulting Agreement ("Agreement");

THEREFORE, in consideration of the employment of Executive and other good and adequate consideration, Executive and the Company agree to the following:

1. **Right to Receive Consulting Services.** Executive hereby grants the Company the right to receive continuing Consulting Services on the terms provided herein following termination of Executive's employment with the Company.
2. **Consulting Services.** Executive will provide continuing strategic advice and counsel related to the business issues and projects Executive was involved in while employed by the Company ("Consulting Services"). Consulting Services shall perform at such times and in a manner as are mutually agreed and shall, on average, consist of 20 hours per month. Notwithstanding the foregoing, Executive may reduce his monthly commitment to the extent required by his employer; provided that in the event of such reduction, the compensation provided under Section 4 hereof shall be reduced proportionately.
3. **Term of Agreement.** Executive will provide Consulting Services effective upon termination of Executive's employment with the Company and continuing thereafter for a period of forty-eight (48) months ("Term of Agreement").
4. **Compensation.** Executive shall be paid ten percent (10%) of his base salary at the time of termination of Executive's employment with the Company for each year during the Term of Agreement. This amount shall be paid one-twelfth (1/12) at the end of each month.
5. **Expenses.** During the Term of Agreement, Executive will be reimbursed by the Company for all expenses necessarily incurred in the performance of this Agreement.
6. **Termination.** Notwithstanding the Term of Agreement specified above, this Agreement shall terminate under any of the following circumstances: (a) in the event Executive dies, this Agreement shall terminate immediately; (b) if due to physical or mental disability, Executive is unable to perform the services called for under this Agreement with or without reasonable accommodation, either the Company or Executive may terminate this Agreement by providing thirty (30) days' written notice; provided, however, that in the event of termination of Executive by the Company under this clause (b) the Company shall accelerate the vesting of any employee stock options previously granted to Executive which

would otherwise cease to vest as a result of such termination; (c) Executive materially breaches the terms of this Agreement; (d) the Company terminates Executive's employment for cause pursuant to Section 15 of the Employment Agreement which became effective on October 14, 2019 between the Company and Executive; and (e) the parties may terminate this Agreement by mutual written agreement.

7. **Unique Services.** Duty of Loyalty. Executive acknowledges and agrees that the services he performs under this Agreement are of a special, unique, unusual, extraordinary, or intellectual character, which have a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Executive further acknowledges and agrees that during his employment and, provided the Company exercises its option to engage Executive to provide Consulting Services and compensate him under the terms of this Agreement, then during the Term of Agreement he will have a continuing fiduciary duty and duty of loyalty to the Company. He agrees that during the Term of Agreement, he will not render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products or which would otherwise conflict with his obligations to the Company. Notwithstanding the foregoing, nothing contained in this Section 7 shall prevent Executive from serving on the Board of Directors of one or more companies or other entities which are not principally engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet-related products during the Term of Agreement.

8. **Confidential Information or Materials.** During the Term of Agreement, Executive will have access to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy regarding the Company's products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called "Company Confidential Information"). Executive will not, during the Term of Agreement or thereafter, directly or indirectly disclose to any other person or entity, or use for Executive's own benefit or for the benefit of others besides Company, Company Confidential Information. Upon termination of this Agreement, Executive agrees to promptly return all Company Confidential Information.

9. **Remedies.** Executive understands and acknowledges that Company's remedies at law for any material breach of this Agreement by Executive are inadequate and that any such breach will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, Executive agrees that the Company shall have the right to seek specific performance and injunctive relief. It is also expressly agreed that, in the event of such a breach, Company shall also be entitled to recover all of its costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder.

10. **Independent Contractor Status.** For all purposes, during the Term of Agreement, Executive shall be deemed to be an independent contractor, and not an employee or agent of the Company. Accordingly, Executive shall not be entitled to any rights or benefits to which any employee of Company may be entitled.

11. **Other Employment.** Nothing in this Agreement shall prevent Executive from performing services for other employers or business entities, consistent with the terms of this Agreement, during the Term of Agreement.

12. **Intellectual Property Rights.** Company shall have sole ownership of and all right, title and interest, to all data, drawings, designs, analyses, graphs, reports, products, tooling, physical property, computer programs, software code, trade secrets and all inventions, discoveries and improvements or other items or concepts, whether patentable or not, (collectively, "Intellectual Property") which are conceived or reduced to practice during the Term of Agreement and arising out of or relating to the services performed hereunder or using the equipment or resources of the Company. To the extent any such Intellectual Property qualifies as a "work for hire" under the United States Copyright Act (17 U.S.C. Sec. 101), Executive agrees that the Company is the author for copyright purposes. To the extent that any Intellectual Property is not a work for hire, Executive agrees to assign, and hereby does assign, its entire right, title and interest in such Intellectual Property, including the right to sue for past infringements.

13. **No Authority to Bind Company.** During the Term of Agreement, Executive will not have any authority to commit or bind Company to any contractual or financial obligations without the Company's prior written consent.

14. **Assignment.** This is a personal services agreement and Executive may not assign this Agreement, or any interest herein, without the prior written consent of the Company.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by both parties.

16. **Agreement Enforceable to Full Extent Possible.** If any restriction set forth in this Agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction. Additionally, should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

17. **The parties agree to all of the terms and conditions set forth above**

Dated: _____

(Timothy P. Cofer)

Dated: _____

Central Garden & Pet Company

By: _____

EXHIBIT B

AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY AND BUSINESS RELATIONSHIPS

This Agreement is made as of September 16, 2019 (the "Effective Date") by and between Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company") and Timothy P. Cofer ("Executive," "I" or "Me").

I RECOGNIZE that during my employment as a key executive with Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company"), I have had and will continue to have access to Confidential Information (as defined below) and valuable business relationships;

I RECOGNIZE that my employment in certain capacities with a competitor could involve the use or disclosure of Company Confidential Information;

I RECOGNIZE that the Company's Confidential Information and business relationships are critical to its success in the marketplace. The Company operates on a nationwide-basis, and therefore, the Company's commitment to protecting its Confidential Information and business relationships is nationwide;

I RECOGNIZE that the law regarding restrictive covenants varies from state to state and the law that will apply to this Agreement after I terminate will depend on factors such as where I live, where I work, the location of my employer, the location of my former employer and other factors, many which are unknown at this time;

THEREFORE, in consideration for the compensation provided to me, to prevent the use or disclosure of Company Confidential Information, and to protect the valuable business relationships of the Company, I agree to the following:

1. **Definitions.**

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information, including third-party information, provided to the Company in confidence, regarding the Company, its business, its plans, its customers, its contracts, its suppliers, or its strategies, that is not generally known and provides the Company with an actual or potential competitive advantage over those who do not know it. Confidential Information includes, but is not limited to, all such information I learned or developed during any previous employment with the Company or its predecessors in interest and all of the Company's confidential, proprietary and trade secret information, which may include information and strategies relating to the Company's products, processes and services, including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries, product development plans, business, acquisition and financial plans and forecasts, and marketing and sales plans and forecasts. I acknowledge that requiring me to enter into this Agreement is one of the measures that the Company uses to maintain the secrecy of its Confidential Information.

(b) Relevant Territory. For purposes of this Agreement, "Relevant Territory" shall mean any territory or region in which I performed services on behalf of the Company or about which I learned Confidential Information regarding the Company during the two (2) years prior to my separation from the Company for any reason.

(c) **Services.** For purposes of this Agreement, “Services” shall mean the same or similar activities in which I engaged during the two (2) years prior to my separation from the Company for any reason.

2. **Confidentiality.** I agree that I will not, during my employment with the Company (except in furtherance of the Company’s interests), or at any time after employment terminates, without the prior written consent of the Company Vice President of Human Resources, disclose any Confidential Information to or use any Confidential Information for, any third party or entity. This restriction prohibits me from, among other activities, engaging in or preparing to engage in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products for any business entity if that activity in any way involves the use or disclosure of Company Confidential Information and diverting or attempting to divert any business or customers from the Company using Confidential Information. To the extent that any Confidential Information is determined by a court of competent jurisdiction to be confidential information rather than a trade secret under applicable law, the prohibition on use and disclosure of that specific information shall be in effect for a period of three years after the termination of my employment with the Company; otherwise the prohibition shall last until the information ceases to be a trade secret (other than through any breach of secrecy by me or other third parties under a duty of secrecy to the Company). In the event that after my employment with the Company ceases, if I have any doubt about whether particular information may be used or disclosed, I will contact the Company Vice President of Human Resources.

3. **Post-Employment Activities**

(a) **Non-Competition.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business principally engaged in or about to be principally engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products or which would otherwise conflict with my obligations to the Company.

(b) **Non-Solicitation of Customers.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not solicit directly or indirectly, on behalf of any business entity described in paragraph (a) of this section or which otherwise competes with the Company, any customer I solicited or serviced, or any customer about whom I learned Confidential Information, while in the employ or service of the Company. This paragraph shall apply in those jurisdictions where restrictions such as contained in this paragraph are enforceable.

(c) **Non-Solicitation of Employees.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not recruit, solicit or induce, or attempt to recruit, solicit or induce, any employee of the Company to terminate their employment with the Company or otherwise cease their relationship with the Company.

(d) **Duty to Present Contract.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, before I accept employment with any person or organization that is engage in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products, I agree (1) to advise that

prospective employer about the existence of this Agreement; (2) to provide that potential employer a copy of this Agreement; and (3) to advise the Company's Vice President of Human Resources in writing, within five (5) business days, to whom I have provided a copy of this Agreement.

4. **Reformation/Severability.** If any restriction set forth in this Agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction. Additionally, should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

5. **Further Acknowledgments.** I understand that the restrictions contained in this Agreement are necessary and reasonable for the protection of the Company's business, goodwill and its Confidential Information. I understand that any breach of this Agreement will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, I agree that the Company shall have the right to seek specific performance and injunctive relief. Any business entity that employs me in a capacity in which I violate this Agreement shall be liable for damages and injunctive relief. Further, I understand that the Company intends to install the full measure of protections permitted by the law to protect its Confidential Information and business relationships, but does not intend to impose any greater protections on me than those permitted by law. I acknowledge that the law that governs restrictive covenants such as this, is important, rapidly changing and varies from state to state. I also understand that the law that will apply to this Agreement after I terminate will depend on factors such as where I live, where I work, the location of my employer, the location of my former employer and other factors, many which are unknown at the time I enter this Agreement. I understand that I have been advised to consult with an attorney of my choice to discuss this agreement and my legal obligations under this agreement after my termination of employment. **I understand that Paragraphs 3(a) and 3(b) do not apply and will not be enforced in California or other states where restrictions such as contained in those paragraphs are not permitted.**

6. **Separability.** Courts should treat each numbered paragraph as a separate and severable contractual obligation intended to protect the legitimate interests of the Company and to which I intend to be bound.

7. **Non Waiver.** I agree that the Company's determination not to enforce this or similar agreements as to specific violations shall not operate as a waiver or release of my obligations under this Agreement.

8. **Fiduciary Duty.** This Agreement is in addition to any fiduciary duty and obligation that may exist under statutory or common law.

9. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by me and a duly authorized officer of the Company. I enter into this Agreement voluntarily.

AGREED AND ACCEPTED BY:

(Timothy P. Cofer)

For Central Garden & Pet Company

By: _____

Exhibit C

General Release of All Claims

This Release of All Claims is entered into by Timothy P. Cofer ("Executive") and Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company").

WHEREAS, the parties entered into an Employment Agreement ("Employment Agreement") which became effective as of October 14, 2019 that provides for certain severance and other benefits in the event of Executive's termination; and

WHEREAS, pursuant to the Employment Agreement, Executive's entitlement to such severance and other benefits in the event of termination is conditioned upon Executive signing a general release of all claims ("Agreement"); and

WHEREAS, Executive's employment with the Company shall terminate effective ("Termination Date");

NOW THEREFORE, in consideration of the severance and other benefits provided in the Employment Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Executive, his successors and assigns, completely release the Company, its agents, employees, former employees, members of the board of directors, officers, insurers, successors and assigns (the "Released Parties") from all claims, rights, demands, actions, obligations, and causes of action of every kind, known or unknown, which Executive may now have, or has ever had, arising from or in any way connected with the employment relationship between the parties, any actions during the relationship, or the termination thereof, including but not limited to all claims for harassment, discrimination, or wrongful discharge; all claims relating to any contracts, express or implied; any covenant of good faith and fair dealing, express or implied; any breach of fiduciary responsibility; any tort of any nature; any claims under federal, state, or municipal common law, statutes or ordinances, including but not limited to claims under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, 42 U.S.C. Section 1981, the Americans With Disabilities Act, the California Family Rights Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the state and federal Worker Adjustment Retraining and Notification Acts, the California Worker's Compensation Act and any other laws and regulations relating to employment or employment discrimination, as well as any and all claims for attorney's fees and costs. The only claims not released by this Agreement are claims that cannot be released as a matter of law.

2. Executive is aware that Section 1542 of the Civil Code of the State of California and similar provisions in other states provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Executive understands that this type of provision gives him the right not to release existing claims of which he is not now aware, unless he voluntarily chooses to waive this right. Executive nevertheless voluntarily waives these rights from the subject of this Agreement, and waive all claims that now exist in his favor, known or unknown.

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3. Executive affirms that he has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive, and promises never to file or prosecute a lawsuit or complaint based on such claims. Executive further promises never to seek any damages, remedies, or other relief for himself personally by filing or prosecuting a charge with any administrative agency with respect to any such claim. He promises to request that any government agency or other body assuming jurisdiction over any such lawsuit, complaint, or charge withdraw from the matter or dismiss the matter with prejudice. However, the two preceding sentences shall not preclude Executive from filing or prosecuting a charge with any administrative agency with respect to any such claim as long as he does not seek or accept any damages, remedies, or other relief for himself personally, which he promises not to do. Executive shall not be prevented from enforcing any rights he may have under the terms of this Agreement.
 4. Executive agrees that he will cooperate with and assist the Company with regard to any arbitration, litigation, agency investigation or proceeding regarding any matters which Executive dealt with, was involved in or had knowledge of while employed with the Company, provided the Company shall pay all reasonable and related expenses and attorneys fees necessarily incurred by Executive (consistent with the Company's expense reimbursement policies) to provide such cooperation and assistance.
 5. Executive agrees that he will return to the Company all electronic equipment (including cell phone, computer, FDA, etc.) files, memoranda, documents, records, electronic records, software, copies of the foregoing, credit cards, keys, and any other Company property in his possession prior to his Termination Date.
 6. Executive agrees that the terms and conditions of this Agreement are strictly confidential and have not been and shall not be disclosed to any persons except his counsel, immediate family, financial advisors and, even as to such a person, only if the person agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation of this Agreement by Executive. This subsection does not prohibit Executive's disclosure of the terms, amount, or existence of this Agreement to the extent necessary legally to enforce this Agreement, nor does it prohibit disclosures to the extent otherwise legally required. Executive understands that any violation of this provision would cause irreparable harm to the Company and would justify injunctive relief.
 7. Executive agrees not to disparage or defame the Company or any of its employees, former employees, members of the boards of directors or officers.
 8. No other monies or benefits except those specifically described in the Employment Agreement are owed or will be paid to Executive by the Company.
 9. Executive will cease to be eligible to participate in any Company employee benefit plans including any medical, dental, life insurance, retirement, and other compensation or benefit plans of the Company on his Termination Date and will have no rights under those plans, except that he will retain any vested benefits under all applicable benefit plans with the Company, and all rights associated with such benefits, as determined under the official terms of those plans.

10. Executive acknowledges that sections 20, 21 and 22 of the Employment Agreement together with Exhibits A, B and C and shall survive the termination of the Employment Agreement and Executive reaffirms his obligations thereunder.

11. Executive acknowledges and agrees that it is the Company's policy, communicated to him and other employees, that employees are requested to bring to the Company's attention any incidents of misconduct or wrongdoing in the area of regulatory compliance, both governmental and industry. Executive hereby affirms that he has acted in accordance with such policy and that he has, at this time, no knowledge of any such incident that he has not brought to the attention to the Company in writing.

12. Should any of the provisions of this Agreement be determined to be invalid by a court, or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

13. Should Executive ever attempt to challenge the existence of this Agreement, attempt to obtain an order declaring this Agreement to be null and void, or institute litigation against the Company or any other Released Party based upon a released claim, he will, as a condition precedent to such action, repay all amounts paid to him under the terms of the Employment Agreement.

14. This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any party to the Agreement.

15. This Agreement constitutes the entire understanding of the parties on the subjects covered. Executive expressly warrants that he has read and fully understands this Agreement; that he has had the opportunity to consult with legal counsel of his own choosing and to have the terms of the Agreement fully explained to him; that he is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that he is executing this Agreement voluntarily, free of any duress or coercion. This Agreement shall not in any way be considered an admission of any liability by the Company.

16. Executive understands that he has been advised to consult with an attorney prior to signing this Agreement; he has twenty-one (21) days in which to consider whether he should sign this Agreement; and that if he signs this Agreement, he has seven (7) days following the date in which he signs the Agreement to revoke it because the Agreement is not effective until the end of this seven-day period ("Effective Date")

17. Each party to this Agreement shall execute all further and/or additional instruments and documents and take all actions necessary as may be reasonably required to effectuate this Agreement.

18. This Agreement may be executed in one or more counterparts. Electronic signatures will be considered valid.

Dated: _____

(Timothy P. Cofer)

Dated: _____

Central Garden & Pet Company

Central Garden & Pet Appoints Timothy Cofer as CEO

*Former Mondelēz International Executive Vice President & Chief Growth Officer
brings over 30 years of experience in the consumer products industry*

Founder & Former CEO Bill Brown re-appointed Chairman; Sonny Pennington to remain Director

WALNUT CREEK, Calif.—September 16, 2019 – Central Garden & Pet Company (“Central” or the “Company”) (NASDAQ:CENT) (NASDAQ:CENTA), a leading innovator, marketer and producer of quality branded products for the lawn and garden and pet supplies markets, said today that its Board of Directors has appointed Timothy (“Tim”) Cofer as Chief Executive Officer, effective October 14, 2019. Mr. Cofer will also join the Company’s Board of Directors. Mr. Cofer succeeds George Roeth, who, as previously announced, will retire from his management and Board positions at the end of the Company’s fiscal year on September 28, 2019. The Company also announced that its Founder and Former CEO, Bill Brown, has been re-appointed Chairman of its Board of Directors. Mr. Brown succeeds Brooks M. (“Sonny”) Pennington III, who will remain on the Board.

“We are pleased to welcome Tim, one of the most accomplished executives in the consumer products industry, to the Central team and are confident he is the right leader to move Central forward,” said Mr. Pennington. “With an extensive track record of growing consumer products businesses both organically and through acquisitions, Tim has proven himself a distinguished leader throughout his multi-faceted career. His ability to deliver value across many aspects of an organization gives the Board the utmost confidence that he and the team will continue our positive momentum and drive profitable growth in the years ahead.”

Mr. Pennington continued, “We are grateful to George for his outstanding service as CEO, President, and a member of our board, during which time Central has evolved into a larger, stronger and more diverse company that is growing sustainably. Under George’s leadership, Central today is well-positioned to build on its achievements of the last several years. The Board and I thank him for his many contributions to the success of Central and wish him well.”

“It is an incredible privilege to join Central, a leader in the pet and lawn & garden industries, at such an opportune time for the Company,” said Mr. Cofer. “Central is at an inflection point, with significant opportunities to grow in a number of different ways. I look forward to working closely with its group of highly capable employees to continue moving Central forward, realizing its significant potential and enhancing its value for all of Central’s stakeholders.”

Mr. Brown said, “On behalf of the Board, I would also like to thank George and Sonny for their instrumental roles in positioning Central for success in the future. The Board and I look forward to working with Tim and could not be more excited about the direction we are headed in the future.”

Mr. Cofer brings to Central a proven track record of success in driving commercial operating excellence in both revenue growth and margin expansion, inspiring high performing teams to embrace a winning growth culture and leading significant M&A initiatives. He joins Central with over 30 years of business leadership experience across general management, corporate strategy, marketing, sales, R&D and innovation in the consumer products industry. Mr. Cofer most recently worked for over 25 years at Mondelēz International, where he held a variety of executive positions, including most recently serving as Executive Vice President and Chief Growth Officer. Previously, he successfully led two of Mondelēz’s

largest and highest growth regions – its Asia Pacific, Middle East & Africa region and its European region. He also held leadership roles in key Kraft Foods U.S. businesses as President, Oscar Mayer Foods and President, Kraft Pizza Company. Mr. Cofer received his MBA from the University of Minnesota and earned a BA in economics and political science from St. Olaf College.

Mr. Brown founded Central Garden & Pet in 1980 and served as its Chairman of the Board from 1980 to 2018. From 1980 to June 2003, Mr. Brown served as Chief Executive Officer of the Company and also held the position from October 2007 to February 2013, when the Board re-appointed Mr. Brown to the post.

About Central Garden & Pet

Central Garden & Pet Company is a leading innovator, producer and distributor of branded and private label products for the lawn & garden and pet supplies markets. Committed to new product innovation, our products are sold to specialty independent and mass retailers. Participating categories in Lawn & Garden include: Grass seed and the brands PENNINGTON®, and THE REBELS®; wild bird feed and the brand PENNINGTON®; weed and insect control and the brands AMDRO®, SEVIN®, and OVER-N-OUT®; fertilizer and the brands PENNINGTON® and IRONITE®; live plants from BELL NURSERY; and decorative outdoor patio products under the PENNINGTON® brand. We also provide a host of other regional and application-specific garden brands and supplies. Participating categories in Pet include: Animal health and the brands ADAMS™, COMFORT ZONE®, FARNAM®, HORSE HEALTH™ and VITAFLEX®; aquatics and reptile and the brands AQUEON®, CORALIFE®, SEGREST™ and ZILLA®; bird & small animal and the brands KAYTEE®, Forti-Diet® and CRITTER TRAIL®; and dog & cat and the brands TFH™, NYLABONE®, FOUR PAWS®, IMS®, CADET®, DMC™, K&H Pet Products™, PINNACLE® and AVODERM®. We also provide a host of other application-specific pet brands and supplies. Central Garden & Pet Company is based in Walnut Creek, California, and has approximately 5,400 employees, primarily in North America. For additional information on Central Garden & Pet Company, including access to the Company's SEC filings, please visit the Company's website at www.central.com.

“Safe Harbor” Statement under the Private Securities Litigation Reform Act of 1995: The statements contained in this release which are not historical facts, including expectations for continued positive momentum, sustainable growth and enhanced value, and a strong pipeline of growth opportunities, are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. All forward-looking statements are based upon the Company's current expectations and various assumptions. There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this release including, but not limited to, the following factors:

- seasonality and fluctuations in the Company's operating results and cash flow;
- fluctuations in market prices for seeds and grains and other raw materials and the Company's inability to pass through cost increases in a timely manner;
- adverse weather conditions;
- our dependence upon our key executives and a successful CEO transition;
- our ability to grow through potential acquisitions;
- the impact of new accounting regulations and the U.S. Tax Cuts and Jobs Act on the Company's tax rate;
- dependence on a small number of customers for a significant portion of our business;
- the impacts of recent and future tariffs or a trade war;

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- risk associated with litigation arising from our business;
 - uncertainty about new product innovations and marketing programs; and
 - competition in our industries.

These risks and others are described in the Company's Securities and Exchange Commission filings. The Company undertakes no obligation to publicly update these forward-looking statements to reflect new information, subsequent events or otherwise.

Contacts

Steve Zenker

VP Finance - Investor Relations, FP&A, & Corporate Communications

Central Garden & Pet Company

925.948.3657