

SECURITIES AND EXCHANGE COMMISSION  
 Washington, D.C. 20549

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

-----  
 THE HAIN FOOD GROUP, INC.  
 (Exact name of registrant as specified in its charter)

Delaware 22-3240619  
 (State or other jurisdiction of (I.R.S. Employer  
 incorporation or organization) Identification Number)  
 50 Charles Lindbergh Boulevard

Uniondale, New York 11553  
 (Address of principal executive offices) (Zip Code)

THE HAIN FOOD GROUP, INC.  
 1994 Long Term Incentive and Stock Award Plan  
 1996 Directors Stock Option Plan  
 2000 Directors Stock Option Plan  
 Irwin D. Simon

Chairman of the Board,  
 President and Chief Executive Officer  
 The Hain Food Group, Inc.  
 50 Charles Lindbergh Boulevard  
 Uniondale, New York 11553

(Name and address of agent for service)  
 (516) 237-6200

(Telephone number, including area code, of agent for service)

-----  
 copy to:  
 Roger Meltzer, Esq.  
 Cahill Gordon & Reindel  
 80 Pine Street  
 New York, New York 10005  
 (212) 701-3000  
 -----

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee(1)
Common Stock, par value \$.01 per share	5,000,000 shares	\$26.00	\$130,000,000	\$34,320

(1) Computed in accordance with Rule 457(c) under the Securities Act of 1933, as amended, by averaging the high and low sales prices of the Registrant's Common Stock reported on the Nasdaq National Market for March 30, 2000. Item 1.

Explanatory Note

This Registration Statement on Form S-8 registers (1) 1,000,000 shares of Common Stock issuable upon the exercise of options to be granted under the Registrant's 1994 Long Term Incentive and Stock Award Plan (the "1994 Plan"), (2) 250,000 shares of Common Stock issuable upon the exercise of options to be granted under the Registrant's 1996 Directors Stock Option Plan (the "1996 Directors Plan"), (3) an additional 3,000,000 shares of Common Stock to be issuable upon the exercise of options to be available for grant under the 1994 Plan subject to stockholder approval of an amendment to the 1994 Plan at a special meeting of stockholders to be held in connection with the merger (the "Merger") and related transactions contemplated in the Agreement and Plan of Merger (the "Merger Agreement") dated March 5, 2000 between the Registrant and Celestial Seasonings, Inc. and (4) 750,000 shares of Common Stock to be issuable upon the exercise of options to be available for grant under the Registrant's 2000 Directors Stock Option Plan (the "2000 Directors Plan") subject to stockholder approval of the 2000 Directors Plan at the special meeting of stockholders. Prior to this filing, the Registrant has registered an aggregate of 2,900,000 shares of Common Stock issuable upon the exercise of options granted or to be granted under the 1994 Plan and the 1996 Directors Plan (See File No. 333-38915). In the 2000 Directors Plan filed as Exhibit 4.3 to this Registration Statement, the Registrant is referred to as The Hain Celestial Group, Inc., which is the proposed name of the Registrant following the consummation of the Merger. The Registrant has filed a Registration Statement on Form S-4 relating to the Merger, including a joint proxy statement/prospectus in connection with a special meeting of stockholders to be held relating to the approval of the Merger and the proposed name change, the adoption of amendments to the 1994 Plan and approval of the 2000 Directors Plan. In the event the

stockholders of the Registrant adopt the 2000 Directors Plan but do not approve the change of the Registrant's name, the name of the Registrant under the 2000 Directors Plan will remain The Hain Food Group, Inc.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. DOCUMENTS INCORPORATED BY REFERENCE.

The following documents have been filed by The Hain Food Group, Inc. ("Hain" or the "Registrant") with the Securities and Exchange Commission (the "Commission") and are hereby incorporated by reference in this Registration Statement:

- (1) The description of Hain's Common Stock contained in Hain's Registration Statement on Form 8-A/A dated November 12, 1993 and any amendment or report filed for the purpose of updating such description;
- (2) Hain's annual report on Form 10-K filed with Commission for the fiscal year ended June 30, 1999;
- (3) Hain's quarterly reports on Form 10-Q filed with the Commission for the three-month periods ended September 30, 1999 and the six-month period ended December 31, 1999; and

- (4) Hain's current report on Form 8-K dated April 27, 1999, as amended by Amendment No. 3 thereto dated June 18, 1999, and Hain's current reports on Form 8-K dated September 27, 1999 and March 13, 2000.

All documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Certain legal matters with respect to the issuance of the securities offered hereby will be passed upon for the Registrant by Cahill Gordon & Reindel, 80 Pine Street, New York, New York 10005.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article Tenth of the certificate of incorporation of the Registrant eliminates the personal liability of directors or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such elimination of the personal liability of a director of the Registrant does not apply to (a) any breach of the director's duty of loyalty to the Registrant or its stockholders, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) actions prohibited under Section 174 of the Delaware General Corporation Law (the "DGCL") (i.e., liabilities imposed upon directors who vote for or assent to the unlawful payment of dividends, unlawful repurchase or redemption of stock, unlawful distribution of assets of the Registrant to the stockholders without the prior payment or discharge of the Registrant's debts or obligations, or unlawful making or guaranteeing of loans to directors), or (d) any transaction from which the director derived an improper personal benefit.

Section 145 of the DGCL provides, in summary, that directors and officers of Delaware corporations such as the Registrant are entitled, under certain circumstances, to be indemnified against all expenses and liabilities (including attorneys' fees) incurred by them as a result of suits brought against them in their capacity as a director or officer, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if they had no reasonable cause to believe their conduct

was unlawful; provided, that no indemnification may be made against expenses in respect of any claim, issue or matter as to which they shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all the circumstances of the case, they are fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. Any such indemnification may be made by the corporation only as authorized in each specific case upon a determination by stockholders or disinterested directors that indemnification is proper because the indemnitee has met the applicable standard of conduct. In addition, Article Eleventh of the Registrant's certificate of incorporation and Article VI of the Registrant's by-laws provide for the Registrant to indemnify its corporate personnel, directors and officers to the full extent permitted by Section 145 of the DGCL, as the same may be supplemented or amended from time to time.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The following exhibits are filed as part of this Registration Statement:

Exhibit No.	Description
4.1	The Hain Food Group, Inc. 1994 Long Term Incentive and Stock Award Plan (incorporated by reference to Exhibit 4.3 to the Registrant's Registration Statement on Form SB-2, File No. 33-68026 (the "IPO Registration Statement")).
4.2	The Hain Food Group, Inc. 1996 Directors Stock Option Plan (incorporated by reference to Appendix A to the Registrant's Notice of Annual Meeting of Stockholders and Proxy Statement dated November 4, 1996 (the "1996 Proxy")).
4.3	The Hain Food Group, Inc. 2000 Directors Stock Option Plan.
5	Opinion of Cahill Gordon & Reindel regarding the legality of the securities being registered.
23.1	Consent of Ernst & Young LLP, Independent Auditors.
23.2	Consent of Deloitte & Touche, Independent Auditors.
23.3	Consent of Cahill Gordon & Reindel (included in Exhibit 5).
24	Powers of Attorney authorizing execution of Registration Statement of Form S-8 on behalf of certain directors of Registrant (included on signature pages to the Registration Statement).

ITEM 9. UNDERTAKINGS.

The undersigned hereby undertakes:

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

(i) To include any Prospectus required by Section 10 (a) (3) of the Securities Act;

(ii) To reflect in the Prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

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

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

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(b) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13 (a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new Registra-

tion Statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

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

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the State of New York, on this 31st day of March 2000.

THE HAIN FOOD GROUP, INC.

By: /s/ Irwin D. Simon

-----  
Name: Irwin D. Simon  
Title: Chairman of the Board of  
Directors, President and  
Chief Executive Officer

II-7

Each person whose signature appears below hereby constitutes and appoints Irwin D. Simon, the Chairman of the Board of Directors, President and Chief Executive Officer of the Registrant, and Gary M. Jacobs, the Chief Financial Officer, Treasurer and Secretary of the Registrant, or either of them, acting alone, as his true and lawful attorney-in-fact, with full power and authority to execute in the name, place and stead of each such person in any and all capacities and to file an amendment or amendments to the Registration Statement (and all exhibits thereto) and any documents relating thereto, which amendments may make such changes in the Registration Statement as said officer or officers so acting deem(s) advisable. Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature -----	Title -----	Date -----
/s/ Irwin D. Simon ----- Irwin D. Simon	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)	March 31, 2000
----- Andrew R. Heyer	Director	March 31, 2000
/s/ Gary M. Jacobs ----- Gary M. Jacobs	Chief Financial Officer, Treasurer and Secretary (Principal Financial and Accounting Officer)	March 31, 2000
/s/ Beth L. Bronner ----- Beth L. Bronner	Director	March 31, 2000
/s/ Jack Futterman ----- Jack Futterman	Director	March 31, 2000
/s/ James S. Gold ----- James S. Gold	Director	March 31, 2000
/s/ Kenneth J. Daley ----- Kenneth J. Daley	Director	March 31, 2000
/s/ Joseph Jimenez ----- Joseph Jimenez	Director	March 31, 2000
/s/ A.G. Malcolm Ritchie ----- A.G. Malcolm Ritchie	Director	March 31, 2000

INDEX TO EXHIBITS

Exhibit	Description
4.1	The Hain Food Group, Inc. 1994 Long Term Incentive and Stock Award Plan (incorporated by reference to Exhibit 4.3 to the IPO Registration Statement).
4.2	The Hain Food Group, Inc. 1996 Directors Stock Option Plan (incorporated by reference to Appendix A to the 1996 Proxy).
4.3	The Hain Food Group, Inc. 2000 Directors Stock Option Plan.
5	Opinion of Cahill Gordon & Reindel regarding the legality of the securities being registered.
23.1	Consent of Ernst & Young LLP, Independent Auditors.
23.2	Consent of Deloitte & Touche, Independent Auditors.
23.3	Consent of Cahill Gordon & Reindel (included in Exhibit 5).
24	Powers of Attorney (included on signature pages of this Registration Statement).

THE HAIN CELESTIAL GROUP, INC.

2000 DIRECTORS STOCK OPTION PLAN

1. Purpose. The purpose of this Plan is to advance the interests of The Hain Celestial Group, Inc., a Delaware corporation, by providing an additional incentive to attract and retain nonemployee directors through the encouragement of stock ownership in the Company by such persons.

2. Definitions. As used herein, the following terms shall have the meaning indicated:

(a) "Annual Meeting Date" shall mean the date of the annual meeting of the Company's shareholders at which the Directors are elected.

(b) "Board" shall mean the Company's Board of Directors.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(d) "Common Stock" shall mean the Common Stock, par value \$.01 per share, of the Company.

(e) "Company" shall refer to The Hain Celestial Group, Inc., a Delaware corporation.

(f) "Director" shall mean a member of the Board.

(g) "Eligible Director" means any person who is a member of the Board and who is not an employee, full time or part time, of the Company or a Subsidiary.

(h) "Fair Market Value" of a share of Common Stock on any day means: (i) if the principal market for the Common Stock is a national securities exchange or the Nasdaq National Market System, the closing sales price of the Common Stock on such day as reported by such exchange or market system, or on a consolidated tape reflecting transactions on such exchange or market system, or (ii) if the principal market for the Common Stock is not a national securities exchange or the Nasdaq National Market System, and the Common Stock is quoted on the National Association of Securities Dealers Automated Quotations System, the mean between the closing bid and the closing asked prices for the Common Stock on such day as quoted on such system, or (iii) if the principal market for the Common Stock is not a national securities exchange or the Nasdaq National Market System, and the Common Stock is not quoted on the National Association of Securities Dealers Automated Quotations System, the mean between the highest bid and lowest asked prices for the Common Stock on such day as reported by the National Quotation Bureau, Inc.

(i) "Initial Grant Date" means the date on which a person is first elected as a member of the Board, or, in the case of persons who were members of the Board as of the date of the adoption of this Plan.

(j) "Option" shall mean any stock option granted under this Plan.

(k) "Option Agreement" means the agreement between the Company and the Optionee to evidence the grant of an Option.

(l) "Optionee" shall mean a person to whom a stock option is granted under this plan or any person who succeeds to the rights of such person under this Plan by reason of the death of such person.

(m) "Plan" shall mean this Directors Stock Option Plan for the Company.

-2-

(n) "Share(s)" shall mean a share or shares of the Common Stock.

(o) "Subsidiary" means (i) any corporation of which the securities have a majority of the ordinary voting power in electing the Board (other than as a result of a default) are owned, at the time as of which any determination is being made, by the Company either directly or through one or more Subsidiaries, (ii) a partnership in which the Company or a Subsidiary of the Company is, at the time as of which any determination is being made, a general partner or (iii) any other Person (other than a corporation or a partnership) in which the Company either directly or through one or more Subsidiaries, at the time as of which any determination is being made, has (x) at least a majority ownership interest or (y) the power to elect or direct the election of the directors or other governing body of such Person.

3. Shares and Options. Subject to Section 9 of this Plan, there shall be reserved for issuance pursuant to the Plan an aggregate of up to 750,000 Shares from authorized and unissued Shares or treasury Shares including Shares acquired by purchase in the open market or other transactions. If any Option granted under the Plan shall terminate, expire, or be canceled or surrendered as to any Shares, such Shares shall be available for future grants under the Plan.

4. Grants of Options.

(a) Initial Grant. On the Initial Grant Date, each Eligible Director shall automatically be granted an Option to purchase 15,000 Shares.

(b) Annual Grant. Each Eligible Director shall upon re-election, automatically receive an annual grant of an Option to purchase 7,500 Shares on each Annual Meeting Date subsequent to his election as a director of the Company.

(c) Discretionary Grants. The Board is authorized, in its discretion, to grant additional Options to Eligible Directors. The date of grant, date first exercisable, number of shares of Common Stock which may be purchased on exercise and the exercise price of the Options shall be determined by the Board, in its discretion. Grants of Options under this paragraph (c) need not be uniform to all Eligible Directors.

(d) Option Agreement. Upon the grant of each Option, the Company and the Eligible Director shall enter into an Option Agreement, which shall specify the grant date and the exercise price and shall include or incorporate by reference the substance of this Plan and such other provisions consistent with this Plan as the Board may determine.

5. Exercise Price. The exercise price per Share of any Option shall be the Fair Market Value of the Shares underlying such Option on the date such Option is granted.

6. Exercise of Options. An option shall be deemed exercised when (i) the Company has received written notice of such exercise in accordance with the terms of the Option, (ii) full payment has been made of the aggregate exercise price of the Shares as to which the Option is exercised, and (iii) arrangements for the Optionee's payment to the Company of the amount, if any, that is necessary for the Company to withhold in accordance with applicable tax withholding requirements. The exercise price of any Shares purchased shall be paid in cash, by certified or official bank check or personal check, by money order, with Shares or by a combination of the above. If the exercise price is paid in whole or in part with Shares, the value of the Shares surrendered shall be their Fair Market Value on the date the Option is exercised. No Optionee shall be deemed to be a holder of any Shares subject to an Option unless or until a stock certificate or certificates for such Shares are issued to such person(s) under the terms of the Plan.

7. Exercise Schedule for Options. Each Option granted under paragraphs 4(a) and 4(b) hereunder shall be immediately exercisable. Options granted under paragraph 4(c) shall be exercisable as set forth in the individual Option Agreements. The expiration date of an Option shall be ten (10) years from the date of grant of the Option.

8. Termination of Option Period. The unexercised portion of any Option shall automatically and without notice terminate and become null and void prior to the expiration date specified in Section 7 hereof at the time of the earliest to occur of the following:

- (i) three (3) months after the date on which the Optionee ceases to be a Director for any reason other than by reason of (A) Cause which, for purposes of this Plan, shall mean the removal of the Optionee as a Director by reason of any act of (x) fraud or intentional misrepresentation, or (y) embezzlement, misappropriation, or conversion of assets or opportunities of the Company or any Subsidiary, or (B) death;
- (ii) immediately upon the removal of the Optionee as a Director for Cause;
- (iii) one year after the date the Optionee ceases to be a Director by reason of death of the Optionee.

9. Adjustment of Shares.

(a) In the event of any recapitalization, reclassification, split-up or consolidation of Shares of Common Stock, separation (including a spin-off), dividend on Shares of Common Stock payable in capital stock, or other similar change in capitalization of the Company or a merger or consolidation of the Company or sale by the Company of all or a portion of its assets or other similar event, the Board shall make such appropriate adjustments in the exercise prices of Options, including Options then outstanding, in the number and kind of securities, cash or other property which may be issued pursuant to Options under the Plan, including Options then outstanding, and in the number of Shares of Common Stock with respect to which Options may be granted (in the aggregate and to individual participants) as the Board deems equitable with a view toward maintaining the proportionate interest of the Directors and preserving the value of the Options.

(b) No fractional Shares of Common Stock shall be issued. In lieu thereof, the cash value of such fraction shall be paid.

(c) Without limiting the generality of the foregoing, the existence of outstanding Options granted under the Plan shall not affect in any manner the right or power of the Company to make, authorize or consummate (i) any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; (ii) any merger or consolidation of the Company; (iii) any issue by the Company of debt securities, or preferred or preference stock that would rank above the Shares subject to outstanding Options; (iv) the dissolution or liquidation of the Company; (v) the sale, transfer or assignment of all or any part of the assets or business of the Company; or (vi) any other corporate act or proceeding, whether of a similar character or otherwise.

10. Transferability of Options. Unless otherwise determined by the Board, each Option shall provide that such Option shall not be transferable by the Optionee otherwise than by will or the laws of descent and distribution, and each Option shall be exercisable during the Optionee's lifetime only by the Optionee.

11. Issuance of Shares. As a condition of any sale or issuance of Shares upon exercise of any Options, the Board may require such agreement or undertakings; if any, as the Board may deem necessary or advisable to assure compliance with any such law or regulation including, but not limited to, the following:

(a) a representation and warranty by the Optionee to the Company, at the time any Option is exercised, that he is acquiring the Shares to be issued to him for investment and not with a view to, or for sale in connection with, the distribution of any such Shares; and

(b) a representation, warranty and/or agreement to be bound by any legends that are, in the opinion of the Board, necessary or appropriate to comply with the provisions of any securities law deemed by the Board to be applicable to the issuance of the Shares and are endorsed upon the Share Certificates.

12. Administration of the Plan. The Plan shall be administered by the Board. Subject to the provisions of the Plan, the Board shall be authorized to interpret the Plan, to establish, amend, and rescind any rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The determination of the Board in the administration of the Plan, as described herein, shall be final and conclusive and binding upon all persons including, without limitation, the Company, its shareholders and persons granted Options under the Plan.

13. Interpretation. If any provision of the Plan should be held invalid or illegal for any reason, such determination shall not affect the remaining provisions hereof, but instead the Plan shall be construed and enforced as if such provision had never been included in the Plan. The determination and the interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. This Plan shall be governed by the laws of the State of Delaware. Headings contained in this Plan are for convenience only and shall in no manner be construed as part of the Plan. Any reference to the masculine, feminine, or neuter gender shall be a reference to such other gender as is appropriate.

14. Term of Plan, Amendment and Termination of the Plan.

(a) This Plan shall become effective upon its adoption of the Board, and shall continue in effect until all Options granted hereunder have expired or been exercised, unless sooner terminated under the provisions relating thereto.

(b) The Plan shall be adopted by the Board and shall be presented to the Company shareholders for their approval by vote of a majority of such shareholders present or represented at a meeting duly held. Options may be granted prior to shareholder approval of the Plan, but such Options shall be contingent upon such approval being obtained and may not be exercised prior to such approval.

(c) The Board may from time to time amend the Plan without further approval of the Company's shareholders, except where such approval is required by any law or regulation or any stock exchange or automated quotation system rule; provided, however, that, except to the extent specifically provided otherwise in Section 8, no amendment of the Plan issued hereunder shall substantially impair any Option previously granted to any Optionee without the consent of such Optionee.

(d) The Board, without further approval of the Company's shareholders, may at any time terminate or suspend this Plan. Any such termination or suspension of the Plan shall not affect Options already granted and such Options shall remain in full force and effect as if the Plan had not been terminated or suspended. No Option may be granted while the Plan is suspended or after it is terminated. Except to the extent specifically provided otherwise in Section 8, the rights and obligations under any Option granted to any Optionee while the Plan is in

effect shall not be altered or impaired by the suspension or termination of the Plan without the consent of such Optionee.

15. Reservation of Shares. The Company, during the term of the Plan, will at all times reserve and keep available a number of Shares as shall be sufficient to satisfy the requirements of the Plan.

Cahill Gordon & Reindel  
80 Pine Street  
New York, New York 10005

March 31, 2000

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, D.C. 20549

Re: The Hain Food Group, Inc.  
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to The Hain Food Group, Inc. (the "Company") in connection with the preparation of the Company's registration statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended. The Registration Statement covers (i) 1,000,000 shares of the common stock of the Company, \$.01 par value (the "Common Stock"), to be offered under The Hain Food Group, Inc. 1994 Long Term Incentive and Stock Award Plan (the "1994 Plan"), (ii) 250,000 shares of Common Stock to be offered under The Hain Food Group, Inc. 1996 Directors Stock Option Plan (the "1996 Directors Plan"), (iii) an additional 3,000,000 shares of Common Stock (the "1994 Plan Additional Shares") to be offered under the 1994 Plan subject to the approval of an amendment to the 1994 Plan by the stockholders of the Company to be received at a special meeting of stockholders to be held in connection with the merger (the "Merger") and related transactions contemplated in the Agreement and Plan of Merger dated March 5, 2000 (the "Merger Agreement") between the Company and Celestial Seasonings, Inc. and (iv) 750,000 shares (the "2000 Directors Plan Shares") of Common Stock to be offered under The Hain Food Group, Inc. 2000 Directors Stock Option Plan (the "2000 Directors Plan") subject to the adoption of the 2000 Directors Plan by the stockholders of the Company at the aforementioned stockholders meeting.

In rendering the opinions set forth herein, we have examined originals, photocopies or conformed copies certified to our satisfaction of all such corporate records, agreements, instruments and documents of the Company, certificates of public officials and other certificates and opinions, and we have made such other investigations, as we have deemed necessary in connection with the opinions set forth herein. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photocopies or conformed copies.

Based on the foregoing, we advise you that in our opinion, assuming the approval of the stockholders of the Company of the amendment to the 1994 Plan in the case of the 1994 Plan Additional Shares and the approval of the 2000 Directors Plan in the case of the 2000 Directors Plan Shares, the shares of Common Stock of the Company offered upon the exercise of options under the 1994 Plan, the 1996 Directors Plan and the 2000 Directors Plan will be legally issued, fully paid and nonassessable.

We are members of the bar of the State of New York, and in rendering this opinion we express no opinion as to the laws of any jurisdiction other than the laws of the State of New York, the State of Delaware and the Federal laws of the United States of America.

-2-

We hereby consent to the filing of a copy of this opinion with the Commission as an exhibit to the Registration Statement referred to above.

Very truly yours,

/s/ Cahill Gordon & Reindel

Consent of Independent Auditors

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-8 No. 333-\_\_\_\_) pertaining to the 1994 Long Term Incentive and Stock Award Plan, the 1996 Directors Stock Option Plan and the 2000 Directors Stock Option Plan of the Hain Food Group, Inc. and Subsidiaries and to the incorporation by reference therein of our report dated September 8, 1999 (except Note 15, as to which the date is September 27, 1999) with respect to the consolidated financial statements and schedule of The Hain Food Group, Inc. and Subsidiaries included in its Annual Report (Form 10-K) for the year ended June 30, 1999, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Melville, New York  
March 30, 2000

Consent of Independent Auditors

We consent to the incorporation by reference in this registration statement on Form S-8 of The Hain Food Group, Inc. of our report dated February 18, 1999 (except for Note 7, as to which the date is March 30, 1999), on the consolidated financial statements of Natural Nutrition Group, Inc., appearing in Amendment No. 3 to the Current Report on Form 8-K of The Hain Food Group, Inc. dated April 27, 1999 and filed with the Securities and Exchange Commission on June 18, 1999.

/s/ DELOITTE & TOUCHE LLP

Costa Mesa, California  
March 30, 2000