
**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): December 31, 2008

THE HAIN CELESTIAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-22818
(Commission File Number)

22-3240619
(I.R.S. Employer
Identification No.)

58 South Service Road, Melville, NY 11747
(Address of principal executive offices)

Registrant's telephone number, including area code: (631) 730-2200

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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”), enacted as part of the American Jobs Creation Act of 2004 (“**Section 409A**”), imposes immediate taxation, a twenty percent (20%) additional tax and interest assessments on “deferred compensation,” as defined, that does not comply with the requirements of Section 409A. Applicable regulations gave companies until December 31, 2008 to amend their existing agreements to become compliant with Section 409A.

The Hain Celestial Group, Inc. (the “**Company**”) entered into:

- certain amendments (the “**Employment Agreement Amendment**”) to the existing employment agreement (the “**Employment Agreement**”), between the Company and Irwin D. Simon, Chief Executive Officer of the Company;
- certain amendments (the “**Amended and Restated Change in Control Agreements**”) to the existing change in control agreements between the Company and Ira J. Lamel, Chief Financial Officer of the Company, and John Carroll, Executive Vice President of the Company (the “**Existing Change in Control Agreements**”);
- a change in control agreement between the Company and Michael J. Speiller, Chief Accounting Officer of the Company (the “**Speiller Change in Control Agreement**” and, together with the Amended and Restated Change in Control Agreements, the “**Change in Control Agreements**”) to supersede the change in control provisions in his offer letter; and
- certain amendments to the existing offer letters between the Company and Messrs. Lamel, Carroll and Speiller (the “**Offer Letter Amendments**”).

The Employment Agreement Amendment, Change in Control Agreements and Offer Letter Amendments each were entered into effective as of December 31, 2008. These actions were taken to bring the Employment Agreement, Existing Change in Control Agreements, and other employment arrangements with these officers into compliance with Section 409A.

Pursuant to the Employment Agreement Amendment, the Employment Agreement was principally amended to:

- specify the timing of certain payments under the Employment Agreement,
- revise the definition of “Change of Control of the Company” as a result of Section 409A, and
- add a section which provides for compliance with certain requirements under Section 409A including, if applicable, providing for a six-month delay of certain payments, with interest.

In accordance with the terms of the Employment Agreement Amendment, in December 2008 Mr. Simon was paid \$114,608.88 for certain unused vacation days.

The Existing Change in Control Agreements were principally amended to:

- specify the timing of certain payments under the Existing Change in Control Agreements and
- add a section which provides for compliance with certain requirements under Section 409A including, if applicable, providing for a six-month delay of certain payments, with interest.

The Speiller Change in Control Agreement is substantially the same as the Amended and Restated Change in Control Agreements, except that the Speiller Change in Control Agreement provides for a payment of one times his annual base salary and annual bonus and up to one year of benefits continuation, while the agreements with Messrs. Lamel and Carroll continue to provide for payment of three times such officer’s annual base salary and annual bonus and up to three years’ benefits continuation.

The Offer Letter Amendments principally specify the timing of certain payments under the officers’ existing offer letters to comply with certain requirements under Section 409A including, if applicable, providing for a six-month delay of certain payments, with interest. The terms of the existing offer letters with Messrs. Lamel, Carroll and Speiller generally are no longer applicable, other than the right of each of such officers to receive one year of severance in the event of a termination without cause.

The above summary of the Employment Agreement and the amendment thereto and the Change in Control Agreements does not purport to be complete and is qualified in its entirety by reference to the actual Employment Agreement (as previously publicly filed and described by the Company) and the amendment to the Employment Agreement, the form of the Change in Control Agreements, and the form of the Offer Letter Amendments, a copy of which is included as Exhibit 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Employment Agreement between the Company and Irwin D. Simon, dated as of December 31, 2008.
10.2	Form of the Change in Control Agreements between the Company and each of Ira J. Lamel, John Carroll and Michael J. Speiller.
10.3	Form of the Offer Letter Amendments between the Company and each of Ira J. Lamel, John Carroll and Michael J. Speiller.

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.

Date: **January 7, 2009**

THE HAIN CELESTIAL GROUP, INC.
(Registrant)

By: /s/ Ira J. Lamel

Name: Ira J. Lamel

Title: Executive Vice President and Chief Financial Officer

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to EMPLOYMENT AGREEMENT (the "*Amendment*") is made and entered into as of December 31, 2008, by and between THE HAIN CELESTIAL GROUP, INC., a Delaware corporation (the "*Company*") and Irwin D. Simon ("*Executive*").

WITNESSETH:

WHEREAS, the Company and Executive entered into an Employment Agreement, dated as of July 1, 2003 (as amended as described in the following Whereas clause, the "*Agreement*"); and

WHEREAS, the Company and Executive agreed to certain amendments to the Agreement, as described in the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on November 3, 2006; and

WHEREAS, the parties wish to amend the terms of the Agreement in order to comply with the final regulations under Section 409A of the Internal Revenue Code of 1986, as amended from time to time (the "*Code*").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and in the Agreement, Company and Executive agree as follows:

1. **Annual Bonus.** Section 2(b) of the Agreement is hereby amended to read as follows:

(b) Annual Bonus. For each fiscal year of the Company ending during the Employment Period, Executive shall be eligible to receive an annual bonus, based on the Executive's and the Company's performance during such fiscal year (the "Performance Period"), as determined by the Board of Directors and/or the Compensation Committee, equal to up to 200% of his Base Salary, payable in the form of cash or otherwise, as may be determined as set forth below to be commensurate with the Company's and/or Executive's performance. The annual bonus shall be paid in accordance with the terms of the Company's bonus policy, but in any event within the period required by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") such that it qualifies as a "short-term deferral" pursuant to Treasury Regulation Section 1.409A-1(b)(4).

2. **Perquisites.** The second sentence of Section 4(b) of the Agreement is hereby amended to read as follows:

Executive's unused vacation days may not be accumulated and carried forward to following years, but at the end of each calendar year Executive shall be entitled to payment in cash for all unused vacation days, such payment to be made on or before March 15th of the following calendar year. Any unused vacation days accrued prior to January 1, 2008 shall be paid no later than December 31, 2008.

3. **Business Expenses.** Section 4(c) of the Agreement is hereby amended to add the following as the last sentence thereof:

Notwithstanding anything herein to the contrary, the reimbursement of expenses pursuant to this Section 4(c) shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year; (2) the reimbursement of eligible expenses shall be made promptly, subject to the Company's applicable policies, but in no event later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

4. **Timing of Payments.** The last sentence of Section 5(c) of the Agreement is hereby amended to read as follows and an additional sentence is added to the end thereof to read as follows:

Unless otherwise specified, Severance Benefits shall be paid in a single lump sum cash payment as soon as practicable, but in no event later than 10 days after (1) the end of the Employment Period or (2) the effective date of a Change in Control of the Company, as applicable. If payable pursuant to the terms of this Agreement, the payments described in clause (iii) of the definition of "Additional Benefits" shall be paid in a lump sum within 10 days after the end of the Employment Period.

5. **Definition of Change in Control.** The definition of "Change of Control of the Company" in Section 5(d) of the Agreement is hereby amended in its entirety to read as follows:

A "Change of Control of the Company" means and shall be deemed to have occurred if:

(i) any person (within the meaning of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), as determined in accordance with Section 409A of the Code and applicable

regulations, directly or indirectly, of Voting Securities represent more than 50 percent of the total voting power of all then-outstanding Voting Securities. However, if any one person is, or persons acting as a group are, considered to own more than 50% of the total fair market value or total voting power of the capital stock of the Company, the acquisition of additional stock by the same person or persons acting as a group is not considered to cause a Change in Control. An increase in the percentage of capital stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock. This section shall be construed in accordance with Treasury Regulation § 1.409A-3(i)(5)(v);

(ii) the date a majority of members of the Company's Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board before the date of the appointment or election;

(iii) the stockholders of the Company approve a merger, consolidation, recapitalization or reorganization of the Company or a subsidiary, reverse split of any class of Voting Securities, or an acquisition of securities or assets by the Company or a subsidiary (or consummation of any such transaction if the stockholder approval is not obtained) other than any such transaction in which the holders of outstanding Voting Securities immediately prior to the transaction receive (or, in the case of a transaction involving a subsidiary and not the Company, retain), with respect to such Voting Securities, voting securities of the surviving or transferee entity representing more than 60 percent of the total voting power outstanding immediately after such transaction, with the voting power of each such continuing holder relative to other such continuing holders not substantially altered in the transaction (to be construed in accordance with and subject to Treasury Regulation § 1.409A-3(i)(5)(vi)); or

(iv) the stockholders approve an agreement for the sale or disposition of all or substantially all of the company's assets in accordance with and subject to Treasury § 1.409A-3(i)(5)(vii).

6. **Excise Tax Gross-Up.** Section 5(f) of the Agreement shall be amended to add the following subsection (iv) at the end thereof:

(iv) All payments pursuant to this Section 5(f) must be made by the end of the taxable year next following the taxable year in which the Executive remits any taxes associated with the provisions of this Section 5(f).

7. **409A Compliance.** The following shall be added as a new Section 8 to the agreement:

8. Section 409A Compliance.

(a) To the extent that the Executive is a “specified employee” (within the meaning of Section 409A of the Code) as of the date of the Executive’s separation from service (within the meaning of Section 409A of the Code), no amount that constitutes a deferral of compensation which is payable on account of the Executive’s separation from service shall be paid to the Executive before the date (the “Delayed Payment Date”) which is the first (1st) day of the seventh (7th) month after the date of the Executive’s separation from service or, if earlier, the date of the Executive’s death following such separation from service. All such amounts that would, but for this Section 8, become payable prior to the Delayed Payment Date, plus simple interest accrued at the prime rate of interest published in the northeast edition of *The Wall Street Journal*, will be accumulated and paid on the Delayed Payment Date.

(b) The Company intends that income provided to the Executive pursuant to this Agreement will not be subject to taxation under Section 409A of the Code. The provisions of this Agreement shall be interpreted and construed in favor of satisfying any applicable requirements of Section 409A of the Code. The Company and the Executive agree to negotiate in good faith to reform any provisions of this Agreement to maintain to the maximum extent practicable the original intent of the applicable provisions without violating the provisions of Section 409A of the Code, if the Company deems such reformation necessary or advisable pursuant to guidance under Section 409A of the Code to avoid the incurrence of any such interest and penalties. Such reformation shall not result in a reduction of the aggregate amount of payments or benefits under this Agreement. However, the Company does not guarantee any particular tax effect for income provided to the Executive pursuant to this Agreement. In any event, except for the Company’s responsibility to withhold applicable income and employment taxes from compensation paid or provided to the Executive and the payment of an excise tax gross-up as provided for in Section 5(f), the Company shall not be responsible for the payment of any applicable taxes on compensation paid or provided to the Executive pursuant to this Agreement.

(c) Notwithstanding anything herein to the contrary, the reimbursement of expenses or in-kind benefits provided pursuant to this Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement or in-kind benefits in one taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits in any other taxable year; (2) the reimbursement of eligible expenses or in-kind benefits shall be made promptly, subject to the Company's applicable policies, but in no event later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

8. **Section 409A.** Company and the Executive agree to execute any and all amendments to this Amendment permitted under applicable law as they mutually agree in good faith may be necessary to comply with Section 409A of the Code.

9. **Affirmation.** This Amendment is to be read and construed with the Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Agreement shall remain in full force and effect.

10. **Defined Terms.** All terms not herein defined shall have the meanings ascribed to them in the Agreement.

11. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Amendment on the date first above written.

Date: December 31, 2008

THE HAIN CELESTIAL GROUP, INC.

By: _____

Name: Ira J. Lamel

Title: Executive Vice President

Date: December 31, 2008

EXECUTIVE

By: _____

Irwin D. Simon

[AMENDED AND RESTATED]

CHANGE IN CONTROL AGREEMENT

THIS [AMENDED AND RESTATED] CHANGE IN CONTROL AGREEMENT dated as of [] (this “**Agreement**”), is made by and between The Hain Celestial Group, Inc., a Delaware corporation having its principal offices at 58 South Service Road, Melville, NY 11747 (the “**Company**”), and [] (the “**Executive**”).

WHEREAS, the Company considers it essential to the best interest of its shareholders to foster the continued employment of key executive management personnel; and

WHEREAS, the Board of Directors of the Company (the “**Board**”) recognizes that, as is the case with many publicly-held corporations, the possibility of a Change in Control (as defined below) of the Company exists from time to time and that such possibility, and the uncertainty, instability and questions which it may raise for and among key executive management personnel, may result in the premature departure or significant distraction of such management personnel to the material detriment of the Company and its stockholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce, focus and encourage the continued attention and dedication of key members of the executive management of the Company and its subsidiaries, including (without limitation) the Executive, to their assigned duties without distraction in the face of potentially disturbing or unsettling circumstances arising from the possibility of a Change in Control of the Company; and

WHEREAS, the Executive and the Company previously have entered into a Change in Control Agreement (the “**Prior Agreement**”); and

WHEREAS, the Executive and the Company desire to amend and restate in its entirety the Prior Agreement to comply with the final Treasury Regulations under Section 409A of the Internal Revenue Code of 1986, as amended].

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

1.1 “**Annual Base Salary**” shall mean the Executive’s rate of regular base annual compensation prior to any reduction under a salary reduction agreement pursuant to section 401(k) or section 125 of the Internal Revenue Code of 1986, as amended from time to time (the “**Code**”), and shall not include (without limitation) cost of living allowances, fees, retainers, reimbursements, bonuses, incentive awards, prizes or similar payments.

1.2 “Cause” for termination by the Company or any subsidiary of the Executive’s employment, after any Change in Control, shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive’s duties with the Company, or a subsidiary of the Company, as such duties may reasonably be defined from time to time by the Board (or a duly designated and authorized committee thereof), or to abide by the reasonable written policies of the Company or of the Executive’s primary employer (other than any such failure resulting from the Executive’s incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination by the Executive for Good Reason pursuant to Section 4.1) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive’s duties or has not abided by any reasonable written policies, or (ii) the continued and willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Executive’s part shall be deemed “willful” unless done, or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive’s act, or failure to act, was in the best interests of the Company or its subsidiaries.

1.3 “Change in Control” shall mean and be deemed to have occurred if:

(i) The acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of 50% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1.3(i), the following acquisitions shall not constitute a Change of Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined below), (B) any acquisition by the Company of Voting Stock of the Company or (C) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination (as defined below) that complies with clauses (A), (B) and (C) of Section 1.3(iii) below; or

(ii) individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a member of the Board (a “Director”) subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least two-thirds of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation, a sale or other disposition of all or substantially all of the assets of the Company, or other transaction

(each, a “**Business Combination**”), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, (B) no Person (other than the Company or such entity resulting from such Business Combination beneficially owns, directly or indirectly, 50% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) the stockholders of the Company approve (a) the sale or disposition by the Company (other than to a subsidiary of the Company) of all or substantially all of the assets of the Company, or (b) a complete liquidation or dissolution of the Company.

1.4 “**Company**” shall mean The Hain Celestial Group, Inc. and any successor to its business and/or assets which assumes (either expressly, by operation of law or otherwise) and/or agrees to perform this Agreement by operation of law or otherwise (except in determining, under Section 1.3 hereof, whether or not any Change in Control of the Company has occurred in connection with such succession).

1.5 “**Disability**” shall mean and be deemed the reason for the termination by the Executive of the Executive’s employment, if, as a result of the Executive’s incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive’s duties for a period of three (3) consecutive months.

1.6 “**Good Reason**” for termination by the Executive of the Executive’s employment in connection with or as a result of any Change in Control shall mean the occurrence (without the Executive’s prior express written consent) of any one of the following acts, or failures to act, unless, in the case of any act or failure to act described in clauses (i), (iv), (v) or (vi) below, such act or failure to act is corrected by the Company or any subsidiary prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(i) the assignment to the Executive of any duties or responsibilities inconsistent with the Executive’s most significant position(s) (including without limitation status, offices, titles and reporting responsibilities/rights) as an executive officer of the Company and/or a subsidiary held during the one hundred eighty (180) day period immediately preceding any related Potential Change in Control, or a substantial adverse alteration of the Executive’s position or title(s) with the Company or any subsidiary or in the nature of such status, offices, titles and reporting responsibilities/rights;

(ii) a reduction in the Executive's Annual Base Salary as in effect on the date of this Agreement or as the same may be increased at any time thereafter and from time to time;

(iii) the relocation of the Company's principal executive offices to a location more than thirty (30) miles from its location on the date of this Agreement (or, if different, more than thirty (30) miles from where such offices are located immediately prior to any Potential Change of Control) or the Company's requiring the Executive to be based anywhere other than the location where the Executive is performing his duties immediately prior to any Potential Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations as of the date of the Potential Change in Control;

(iv) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(v) the failure by the Company or a subsidiary to continue in effect any pension benefit or incentive or deferred compensation plan in which the Executive participates immediately prior to any Potential Change in Control which is material to the Executive's total compensation, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan or arrangement) has been made with respect to such plan, or the failure by the Company or a subsidiary to continue the Executive's participation therein (or in such substitute or alternative plan or arrangement) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, as existed at the time of the Potential Change in Control;

(vi) the failure by the Company or a subsidiary to continue to provide the Executive with health and welfare benefits substantially similar to those enjoyed by the Executive under any of the Company's or a subsidiary's retirement, life insurance, medical, health and accident, or disability or similar plans in which the Executive was participating at the time of any Potential Change in Control, the taking of any action by the Company or a subsidiary which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Potential Change in Control, or the failure by the Company or a subsidiary to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the Company or a subsidiary's normal vacation policy in effect at the time of the Potential Change in Control;

(vii) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 4.1; and/or

(viii) a termination by the Executive of his employment for any reason during the Window Period.

1.7 “**Person**” shall have the meaning ascribed thereto in Section 3(a)(9) of the Exchange Act, as modified, applied and used in Sections 13(d) and 14(d) thereof; provided, however, a Person shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries (in its capacity as such), (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation or other entity owned, directly or indirectly, by the stockholders of the Company in substantially the same character and proportions as their ownership of stock of the Company.

1.8 “**Potential Change in Control**” shall mean and be deemed to have occurred if:

- (i) the Company enters into an agreement the consummation of which would result in the occurrence of a Change in Control;
- (ii) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred; and/or
- (iii) any Person becomes, after the date hereof, the Beneficial Owner, directly or indirectly, of securities of the Company representing twenty five percent (25%) or more of the combined voting power of the Company’s then outstanding securities, or any Person increases such Person’s beneficial ownership of such securities by five (5) percentage points or more over the percentage so owned by such Person on the date hereof.

1.9 “**Voting Power**” means securities entitled to vote generally in the election of directors.

1.10 “**Window Period**” shall mean the thirteen (13) month period following a Change in Control.

2. **Term of this Agreement.** This Agreement shall commence on the date hereof and shall continue in effect as long as the Executive is employed by the Company, provided, however, that if (i) a Change in Control shall have occurred during the Executive’s employment with the Company, this Agreement shall continue in effect until the termination of the applicable Window Period, or (ii) if a Potential Change in Control shall have occurred during the Executive’s employment with the Company, this Agreement shall continue in effect until one (1) year after the Executive’s termination of employment with the Company (the “**Term**”).

3. **Severance Payments.**

3.1 **Severance.** The Company shall pay the Executive the payments described in Section 3.1.1 and 3.1.2 (the “**Severance Payments**”) upon the termination of the Executive’s employment with the Company during the Window Period (including, but not limited to, the Executive’s termination of employment for Good Reason, death or Disability), unless such termination is (i) by the Company for Cause, or (ii) by the Executive without Good Reason. In addition, the Executive’s employment shall be deemed to have been terminated immediately following a Change in Control by the Company without Cause or by the Executive for Good Reason if (a) the Executive reasonably demonstrates that the Executive’s employment was

terminated prior to a Change in Control without Cause (1) at the request of a Person who has entered into an agreement with the Company the consummation of which will constitute a Change in Control (or who has taken other steps reasonably calculated to effect a Change in Control) or (2) otherwise in connection with, as a result of or in anticipation of a Change in Control, (b) the Executive terminates his employment for Good Reason prior to a Change in Control and the Executive reasonably demonstrates that the circumstance(s) or event(s) which constitute such Good Reason occurred (1) at the request of such Person or (2) otherwise in connection with, as a result of or in anticipation of a Change in Control, or (c) the Executive dies or is terminated due to Disability, in each case, after the occurrence of a Potential Change in Control and related Change in Control actually occurs within one (1) year after the Date of Termination or the date of death, as the case may be. The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

3.1.1 In lieu of any further salary and bonus payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay to the Executive (i) a lump sum severance payment in cash equal to (x) []¹ times the highest Annual Base Salary paid or payable to the Executive during the thirty-six (36) month period immediately preceding the month in which the Change in Control occurs, and (y) [] times the highest annual bonus amount paid or payable to the Executive during the thirty-six (36) month period immediately preceding the month in which the change in control occurs, and (ii) all unpaid accrued vacation through the Date of Termination in accordance with the Company's plans and practices in effect immediately prior to the Change in Control, provided that such unpaid vacation has been accrued on the books and records of the Company prior to the Date of Termination.

3.1.2 After the Date of Termination, the Company shall continue to provide the Executive and/or the Executive's dependents, as the case may be, with (i) life, disability, accident and health insurance benefits ("**Benefits Coverage**") substantially similar to those which the Executive and/or the Executive's dependents is receiving immediately prior to any related Potential Change in Control or the receipt of the Notice of Termination (without giving effect to any reduction in such benefits subsequent to a Change in Control which reduction constitutes Good Reason), whichever is greater, until the earlier to occur of such time as the Executive is provided with substantially comparable Benefits Coverage with a new employer or [] months; (ii) the automobile allowance, gas and other automobile benefits the Executive was receiving immediately prior to any related Potential Change in Control or the receipt of the Notice of Termination (without giving effect to any reduction in such benefits subsequent to a Change in Control which reduction constitutes Good Reason), whichever is greater, for a period of twelve (12) months; and (iii) outplacement services, the scope and provider of which shall be selected by the Executive with the cost of such services and related expenses borne by the Company, subject to the submission of reasonable documentation in accordance with the Company's standard practice to substantiate expenses.

¹ The blanks on this page will be for 1, 2 or 3 years, depending on the employee.

3.1.3 During the term of this Agreement and through the period of [] months following the Date of Termination, all benefits under any pension or retirement plans, employees stock ownership plan or any other plan or agreement relating to retirement benefits (“**Retirement Benefits**”) in which the Executive participates shall continue to accrue to the Executive, crediting of service all Retirement Benefits provided to the Executive as a fully vested participant under any such plan or agreement relating to retirement benefits. No contributions shall be required to be made by the Executive to any plan providing for employee contributions following the Date of Termination. To the extent that the amount of any Retirement Benefits are or would be payable from a nonqualified plan, the Company shall, as soon as practicable following the Date of Termination (but in no event later than the 30th day after the Date of Termination), pay directly to the Executive in one lump sum, cash in an amount equal to the additional benefits that would have been provided had such accrual or crediting been taken into account in calculating such Retirement Benefits. Such lump sum payment shall be calculated as provided in the relevant plan and, in the case of a defined contribution plan, shall include an amount equal to the gross amount of the maximum employer contributions.

3.1.4 Any outstanding options to purchase common stock of the Company held by the Executive prior to the Date of Termination under an existing stock option plan maintained by the Company shall immediately vest and become exercisable in full as of the Date of Termination.

3.2 *Special Reimbursement.* In the event that the Executive becomes entitled to the Severance Payments, if any payment or benefit paid or payable, or received or to be received, by or on behalf of the Executive in connection with a Change in Control or the termination of the Executive’s employment, whether any such payments or benefits are pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any of its subsidiaries, any Person, or otherwise (the “**Total Payments**”), will or would be subject to the excise tax imposed under section 4999 of the Code (the “**Excise Tax**”), the Company shall pay to the Executive an additional amount (the “**Gross-Up Payment**”) such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and any Excise Tax imposed upon or attributable to the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Total Payments.

3.2.1 For purposes of determining whether any of the Total Payments will be subject of the Excise Tax and the amount of such Excise Tax, (i) the Total Payments shall be treated as “parachute payments” within the meaning of section 280G(b)(2) of the Code, and all “excess parachute payments” within the meaning of section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax, unless in the opinion of tax counsel (delivered to the Executive) selected by the Company and reasonably acceptable to the Executive such Total Payments (in whole or in part) (a) do not constitute parachute payments, including (without limitation) by reason of section 280G(b)(4)(A) of the Code, (b) such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered, within the meaning of section

280G(b)(4)(B) of the Code, or (c) are otherwise not subject to the Excise Tax, and (ii) the value of any non-cash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of sections 280G(d)(3) and (4) of the Code.

3.2.2 In the event that the Excise Tax is subsequently determined to be less than the amount taken into account hereunder at the time of termination of the Executive's employment, the Executive shall repay to the Company, at the time that the amount of such reduction in Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to such reduction plus interest on the amount of such repayment at the rate provided in section 1274(b)(2)(B) of the Code. In the event that the Excise Tax is determined to exceed the amount taken into account hereunder at the time of the termination of the Executive's employment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest, penalties or additions payable by the Executive with respect to such excess) at the time that the amount of such excess is finally determined. The Executive and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of any such subsequent liability for Excise Tax with respect to the Severance Payments.

3.3 *Date of Payment.* The payment provided for in Section 3.1.1 and Section 3.2 hereof shall be made not later than the thirtieth (30th) day after the Date of Termination. At the time that payments are made under this Section 3.3, the Company shall provide the Executive with a detailed written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from outside counsel, auditors or consultants (and any such opinions or advice which are in writing shall be attached to the statement). All payments pursuant to this Section must be made by the end of the taxable year next following the Executive's taxable year in which the Executive remits any taxes associated with the provisions of this Section.

3.4 *Legal Costs.* The Company shall also reimburse the Executive for all legal fees and expenses incurred in good faith by the Executive as a result of any dispute with any party (including, but not limited to, the Company and/or any affiliate of the Company) regarding the payment of any benefit provided for in this Agreement (including, but not limited to, all such fees and expenses incurred in disputing any termination or in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code), plus in each case interest on any delayed payment at the applicable Federal rate provided for in section 7872(f)(2)(A) of the Code. Such payments shall be made within five (5) business days after delivery of the Executive's written requests for payment accompanied by such evidence of fees and expenses incurred as the Company reasonably may require.

3.5 *Employment Agreement.* The payment to the Executive of the Severance Payments provided for in Section 3.1 shall be in lieu of any severance payable to the Executive under the terms of any other employment agreement in effect on the Date of Termination. Except as provided in the preceding sentence, this Agreement is not intended to and shall not modify or supersede any such employment agreement or other contract or arrangement between the Executive and the Company in effect from time to time.

4. Termination Procedures and Compensation During Dispute.

4.1 *Notice of Termination.* Any purported termination of the Executive's employment with the Company (other than by reason of death) during the Window Period shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 7 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment with the Company under the provision so indicated. Further, a Notice of Termination for Cause is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board in the form and in the manner specified in Section 1.3 of this Agreement. For purposes of this Agreement, any purported termination not effected in accordance with the Section 4.1 shall not be considered effective.

4.2 *Date of Termination.* "Date of Termination," with respect to any purported termination of the Executive's employment during the Window Period, shall mean (i) if the Executive's employment is terminated for Disability, fifteen (15) days after Notice of Termination is given, and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days and not more than forty-five (45) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than fifteen (15) days nor more than thirty (30) days, respectively, after the date on which such Notice of Termination is given).

4.3 *Dispute Concerning Termination.* If within fifteen (15) days after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 4.3), the party receiving such Notice of Termination notifies the other party in writing that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally resolved in accordance with Section 4.4; provided, however, that the Date of Termination shall be extended by a notice of dispute only if the basis for such notice is reasonable, such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence.

4.4 *Alternative Dispute Resolution Including Arbitration.* If a dispute arises out of or related to this Agreement, the Company and the Executive agree that they shall first seek to resolve any dispute by negotiation. If the dispute has not been resolved within thirty (30) days after the date a party hereto provides notice of dispute to the other party in accordance with Section 4.3, either party may initiate mediation of the dispute by sending the other party a written request dispute be mediated. The parties shall mediate the dispute before a neutral, third party mediator (if a mutually agreeable mediator cannot be identified, one shall be appointed by the American Arbitration Association) selected by the mutual agreement of both parties within thirty (30) days after the date of written request for mediation. If the dispute has not been resolved within sixty (60) days after the original notice of a dispute or within thirty (30) days after the

date of the request for mediation, whichever is the later, then either party may proceed to binding arbitration before a panel of three independent arbitrators selected from a list made available by the American Arbitration Association. The mediator shall not serve as an arbitrator. The arbitration shall be governed by the current arbitration rules of the American Arbitration Association or its successors. Any mediation or arbitration commenced pursuant to this Section 4.4 shall be conducted in the metropolitan area of New York, New York. Notwithstanding any provisions in such rules to the contrary, the arbitrators shall issue findings of fact and conclusions of law, and an award, within 15 days of the date of the hearing unless the parties otherwise agree.

4.5 Compensation During Dispute. If a purported termination occurs during the Window Period, and such termination is disputed in accordance with Section 4.3 above, the Company shall continue to pay the Executive the full compensation (including without limitation Annual Base Salary and Target Bonus) in effect at the time of any related Potential Change in Control or when the notice giving rise to the dispute was given (whichever is greater) and continue the Executive as a participant in all compensation, incentive, pension and welfare benefit and insurance plans in which the Executive was participating at the time of any Potential Change in Control or when the notice giving rise to the dispute was given, whichever is greater, until the dispute is finally resolved in accordance with Sections 4.3 and 4.4 hereof. Amounts paid under this Section 4.5 are in addition to all other amounts due under this Agreement and shall not be offset against or reduce any other amounts due under this Agreement or any other plan, agreement or arrangement.

5. Code Section 409A Compliance

5.1 Code Section 409A Generally. If the Company determines in good faith that any provision of this Agreement would cause the Executive to incur an additional tax, penalty, or interest under Section 409A of the Code, the Company and the Executive shall use reasonable efforts to reform such provision, if possible, in a mutually agreeable fashion to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code or causing the imposition of such additional tax, penalty, or interest under Section 409A of the Code. The preceding provisions, however, shall not be construed as a guarantee by the Company of any particular tax effect to Executive under this Agreement. The Company shall not be liable to Executive for any payment made under this Agreement that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A of the Code.

5.2 Installment Payments. For purposes of Section 409A of the Code, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

5.3 Reimbursements. With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (1) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the

amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (2) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

5.4 *Separation from Service.* “Termination of employment,” “resignation,” or words of similar import, as used in this Agreement mean, for purposes of any payments under this Agreement that are payments of deferred compensation subject to Section 409A of the Code, the Executive’s “separation from service” as defined in Section 409A of the Code.

5.5 *Specified Employee.* If a payment obligation under this Agreement arises on account of the Executive’s separation from service while the Executive is a “specified employee” (as defined under Section 409A of the Code and determined in good faith by the Compensation Committee), any payment of “deferred compensation” (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six (6) months after such separation from service shall accrue with interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the appointment of the personal representative or executor of the Executive’s estate following his death. For purposes of the preceding sentence, interest shall accrue at the prime rate of interest published in the northeast edition of The Wall Street Journal on the date of Executive’s separation from service.

6. *No Mitigation.* The Company agrees that, if the Executive’s employment is terminated during the Window Period, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 3 or Section 4.5. Further, the amount of any payment or benefit provided for in Section 3 or Section 4.5 shall not be reduced by any compensation earned by the Executive as a result of employment by another employer, by retirement benefits, or offset against any amount claimed to be owed by the Executive to the Company or any of its subsidiaries, or otherwise.

7. Successors; Binding Agreement.

7.1 *Successors.* In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive’s employment for Good Reason during the Window Period, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

7.2 *Binding Agreement.* This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the term of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

8. *Notices.* For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

Irwin D. Simon
The Hain Celestial Group, Inc.
58 South Service Road
Melville, New York 11747
Attention: Chairman of the Board and
Chief Executive Officer

With a copy to:

Roger Meltzer, Esq.
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020

To the Executive:

[]
[]
[]

9. *Miscellaneous.* No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement, and this Agreement supersedes any prior agreements [(including the Prior Agreement)] between the Company and the Executive relating to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed

by the laws of the State of Delaware without regard to the principles of conflict of laws thereof. All references to sections of the Exchange Act or the Code shall be deemed also to refer to and include any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The rights and obligations of the Company and the Executive under this Agreement shall survive the expiration of the Term.

10. **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. **No Limitation.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which the Executive may qualify, nor shall anything herein limit or otherwise affect such rights as the Executive may have under any other contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

THE HAIN CELESTIAL GROUP, INC.

By: _____

Name: Irwin D. Simon

Title: President & Chief Executive Officer

[EXECUTIVE]

By: _____

Name: _____

**ACKNOWLEDGEMENT AND AMENDMENT
TO OFFER LETTER**

Pursuant to this Acknowledgement and Amendment to Offer Letter (“**Acknowledgment and Amendment**”), dated as of December 31, 2008, The Hain Celestial Group, Inc., a Delaware corporation, with its principal offices located at 58 South Service Road, Melville, NY 11747, (the “**Company**”), and _____, residing at _____ (the “**Executive**”), hereby acknowledge and agree to the following with regard to the severance benefits payable upon certain events notwithstanding any provision of the Executive’s offer letter of _____ (the “**Offer Letter**”):

(1) The annual bonus shall be paid in accordance with the terms of the Company’s bonus policy, but in any event within the period required by Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”) such that it qualifies as a “short-term deferral” pursuant to Treasury Regulation Section 1.409A-1(b)(4); and

(2) The severance benefits payable, if any, pursuant to the Offer Letter to the Executive shall be paid in a cash lump sum within 30 days of the date of the Executive’s termination of employment if he is terminated by the Company without cause subject to the provisions of this Acknowledgement and Amendment;

(3) The severance benefits to be paid, if any, to the Executive if there occurs a change in control of the Company shall be determined by the [Amended and Restated] Change in Control Agreement dated as of December 31, 2008, between the Company and the Executive, which shall supersede any applicable provisions of the Offer Letter; and

(4) If the Executive is a “specified employee” (as defined under Section 409A of the Internal Revenue Code (the “**Code**”) and determined in good faith by the Compensation Committee), any payment of “deferred compensation” (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six (6) months after such separation from service shall accrue with interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the appointment of the personal representative or executor of the Executive’s estate following his death. For purposes of the preceding sentence, interest shall accrue at the prime rate of interest published in the northeast edition of The Wall Street Journal on the date of Executive’s separation from service. Termination of employment or words of similar import, as used in the Offer Letter and this Acknowledgement and Agreement mean, for purposes of any payments under this Agreement that are payments of deferred compensation subject to Section 409A of the Code, the Executive’s “separation from service” as defined in Section 409A of the Code.

[insert name]
Executive

[insert name]
[insert title]

Dated: _____

The Hain Celestial Group, Inc.
Dated: _____