
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): July 18, 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 1.01. Entry into a Material Definitive Agreement.

The Hain Celestial Group, Inc. (the "Company") entered into an agreement with an affiliate of Andrew R. Heyer, one of the Company's directors, which will allow the Company to use and occupy certain office space in New York City on a year-to-year basis for \$115,000 per year. The agreement, which is in the form of a license, was not effective until approved by the landlord of the building in which the space is located. The agreement was approved by the landlord on July 29, 2008; however, the Company was not notified of such approval until the week of August 4, 2008 when the documents were received from the landlord.

The License Agreement is attached as Exhibit 10.1 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	License Agreement, dated as of July 18, 2008.

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: **August 19, 2008**

THE HAIN CELESTIAL GROUP, INC.
(Registrant)

By: /s/ Ira J. Lamel

Name: Ira J. Lamel

Title: Executive Vice President and Chief Financial
Officer

LICENSE AGREEMENT

LICENSE AGREEMENT made as of this 18th day of July, 2008 by and between MISTRAL CAPITAL MANAGEMENT, LLC, 1325 Avenue of the Americas, 34th Floor, New York, New York 10017 ("Licensor") and THE HAIN CELESTIAL GROUP, INC., 58 South Service Road, Melville, New York 11747 ("Licensee").

BACKGROUND: Licensor is the tenant under that certain Lease dated as of July 10, 2007 ("Lease") with 650 Fifth Avenue Company, 650 Fifth Avenue, New York, New York 10019 ("Landlord") covering the entire 31st floor at 650 Fifth Avenue, New York, New York ("Leased Premises"). Licensor has offered to license a portion of the Leased Premises to Licensee for use and occupancy as executive offices, to which Licensee has agreed in accordance with the terms and conditions set forth herein.

NOW THEREFORE, intending to be legally bound, Licensor and Licensee hereby agree:

1. **Licensed Premises.** Licensor hereby grants Licensee a license to use and occupy a portion of the Leased Premises for Licensee's use as executive offices. Such licensed premises shall include two (2) offices, two (2) secretarial stations, use of conference rooms; provided that the need to use a conference room is scheduled in advance with Licensor, and appropriate file and storage space commensurate with the size of the aforementioned offices (collectively, the "Licensed Premises"). The exact location and configuration of the Licensed Premises within the Leased Premises shall be determined by Licensor and Licensee.

2. **Term of License.** The term of this License Agreement hereby granted shall be for a period of one (1) year, commencing on August 1, 2008 (the "License Commencement Date") and ending one day prior to the annual anniversary of the License Commencement Date (the "Annual License Renewal Date"), and thereafter continuing from year to year until either the earlier of (i) the termination hereof, (ii) the expiration of the Lease, or (iii) July 31, 2011. Notwithstanding the foregoing, Licensor and Licensee shall separately and independently have the right to terminate this License Agreement upon prior written notice delivered to the other no later than ninety (90) days prior to the Annual License Renewal Date.

3. **License Fee:** During the initial term hereof, Licensee shall pay Licensor an annual license fee (the "License Fee") of One Hundred Fifteen Thousand Dollars (\$115,000.00), which shall be paid in advance in equal quarterly installments of Twenty-Eight Thousand Seven Hundred Fifty Dollars (\$28,750.00) each, commencing on the License Commencement Date and quarterly thereafter as invoiced by the Licensor. Unless this License shall be terminated or otherwise negotiated by the parties hereto, the License Fee shall remain the same from year to year.

4. **Pre-Occupancy.** Licensee has requested that Licensor provide Licensee with access to the Licensed Premises prior to the commencement of the term of this

License Agreement for the purposes planning and designing its use and occupancy of the Licensed Premises. In consideration for such access, Licensee shall pay Licensor an amount equal to Nine Thousand Five Hundred Eighty Three Dollars (\$9,583.00) upon execution of this License Agreement.

5. Insurance. During the term of this License Agreement, Licensee shall maintain with reputable insurance companies commercial general liability and property damage insurance with respect to the Licensed Premises, with minimum limits set forth in Article 13 of the Lease and naming each of the Landlord and Licensor as an additional insured.

6. Incorporation of Lease Terms. Annexed hereto as Exhibit 1 is a true and correct copy of the Lease. Except with respect to the financial obligations of the Lease which remain the Licensor's sole obligation, Licensee agrees to conduct its business in full conformity and compliance with the terms and conditions of the Lease. Repeated violation of the terms and conditions of the Lease shall be grounds for the immediate termination of the License by the Licensor.

7. Signage and Identification. Subject to the prior approval of both the Landlord and Licensor, Licensee shall have the right to identification in the lobby of 650 Fifth Avenue, together with shared signage at the entryway to the Leased Premises.

8. New York Law Governing. This License Agreement has been negotiated in accordance with, and shall be governed by, the laws of the State of New York. All disputes between the parties shall be referred to compulsory binding arbitration by a single arbitrator before either the American Arbitration Association or the Real Estate Board of the City of New York, with the parties to share the costs of such arbitrator.

9. Consent of Landlord. This License Agreement shall not be in full force and effect until such time the Landlord consents, in writing, to the terms of this License Agreement. Without obtaining such consent, this License Agreement shall be null and void.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed by their duly authorized officer.

LICENSOR:

MISTRAL CAPITAL MANAGEMENT, LLC

By: /s/ Andrew R. Heyer

Name: Andrew R. Heyer

Title: Chief Executive Officer

LICENSEE:

THE HAIN CELESTIAL GROUP, INC.

By: /s/ Ira J. Lamel

Name: Ira J. Lamel

Title: Executive Vice President