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): February 7, 2019

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

Delaware	**0-22818**	**22-3240619**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1111 Marcus Avenue, Lake Success, NY 11042
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (516) 587-5000
Former name or former address, if changed since last report: N/A

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))

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

On February 6, 2019, The Hain Celestial Group, Inc. (the "Company") entered into the Second Amendment (the "Amendment") to the Company's Third Amended and Restated Credit Agreement, dated as of February 6, 2018 (the "Credit Agreement"), as previously amended. The Amendment, among other things, modifies the Consolidated Leverage Ratio covenant (as defined in the Credit Agreement) to permit an increase in the Company's Consolidated Leverage Ratio to (i) 4.00 to 1.00 for the fiscal quarter ending on December 31, 2018; and (ii) 3.75 to 1.00 for the fiscal quarters ending March 31, 2019 and June 30, 2019 respectively. The Consolidated Leverage Ratio will return to 3.50 to 1.00 for the fiscal quarter ending September 30, 2019 and all fiscal quarters thereafter, in each case as more fully described in the Amendment. In addition, the Amendment adds a pricing category to the definition of Applicable Margin which will apply when the Company's Consolidated Leverage Ratio equals or exceeds 3.50 to 1.00.

The foregoing description of the Amendment is not complete and is qualified in its entirety by the terms and provisions of the Amendment, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition

On February 7, 2019, the Company issued a press release announcing financial results for its second quarter ended December 31, 2018.

The information contained in this Item 2.02 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, or incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing. The press release is attached hereto as Exhibit 99.1 and is incorporated into this Item 2.02 by reference.

Item 9.01 Financial Statements and Exhibits

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

Exhibit No.	Description
10.1	Second Amendment to the Third Amended and Restated Credit Agreement dated February 6, 2019 by and among The Hain Celestial Group, Inc., Hain Pure Protein Corporation, certain wholly-owned subsidiaries of The Hain Celestial Group, Inc. party thereto from time to time, and Bank of America, N.A., as administrative agent.
99.1	Press Release of The Hain Celestial Group, Inc. dated February 7, 2019

EXHIBIT INDEX

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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: February 7, 2019

THE HAIN CELESTIAL GROUP, INC.
(Registrant)

By:	/s/ James Langrock
Name:	James Langrock
Title:	Executive Vice President and Chief Financial Officer

Exhibit 10.1

EXECUTION VERSION

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This **SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of February 6, 2019 (this "***Amendment***"), is by and among **THE HAIN CELESTIAL GROUP, INC.**, a Delaware corporation (the "***Company***"), **HAIN PURE PROTEIN CORPORATION**, a Delaware corporation and a wholly-owned Subsidiary of the Company ("***HPPC***" and, together with the Company, collectively, the "***Borrowers***") the Lenders (as defined below) party hereto and **BANK OF AMERICA, N.A.**, as administrative agent (in such capacity, the "***Administrative Agent***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Company, HPPC, certain other wholly-owned Subsidiaries of the Company party thereto from time to time, each lender from time to time party thereto (collectively, the "***Lenders***" and individually, a "***Lender***") and the Administrative Agent are parties to that certain Third Amended and Restated Credit Agreement, dated as of February 6, 2018 (as amended, supplemented, extended, restated or otherwise modified from time to time, the "***Credit Agreement***");

WHEREAS, the Company has requested that the Lenders amend certain provisions of the Credit Agreement; and

WHEREAS, the Lenders party hereto are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Article 1

AMENDMENTS TO CREDIT AGREEMENT

1.1 **Amendment to Section 1.01 ("Defined Terms")**. The definition of "Applicable Rate" appearing in Section 1.01 of the Credit Agreement is hereby amended by (a) amending and restating the table set forth in such definition to read as follows:

Applicable Rate

Pricing Level	***Consolidated Leverage Ratio***	***Commitment Fee***	***Eurocurrency Rate Loans + Global Swing Line Loans + Letters of Credit***	***Base Rate +***
1	*≥ 3.50:1.00*	*0.350%*	*1.900%*	*0.900%*
2	*≥ 3.00:1.00 but < 3.50:1.00*	*0.300%*	*1.700%*	*0.700%*
3	*≥ 2.50:1.00 but < 3.00:1.00*	*0.275%*	*1.500%*	*0.500%*
4	*≥ 2.00:1.00 but < 2.50:1.00*	*0.250%*	*1.375%*	*0.375%*
5	*≥ 1.50:1.00 but < 2.00:1.00*	*0.225%*	*1.250%*	*0.250%*
6	*≥ 1.00:1.00 but < 1.50:1.00*	*0.200%*	*1.000%*	*0.000%*
7	*< 1.00:1.00*	*0.200%*	*0.875%*	*0.000%*

and (b) deleting in its entirety the second sentence of the paragraph appearing immediately after the table set forth in such definition.

1.2 Amendment to Section 7.11 ("Financial Covenants"). Section 7.11(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(b) Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as of the end of any fiscal quarter of the Company occurring during any period set forth below to be greater than the ratio set forth below opposite such period:

Fiscal Quarter Ending	*Maximum Consolidated Leverage Ratio*
Closing Date through (and including) September 30, 2018	*3.50:1.00*
October 1, 2018 through (and including) December 31, 2018	*4.00:1.00*
January 1, 2019 through (and including) June 30, 2019	*3.75:1.00*
July 1, 2019 and thereafter	*3.50:1.00*

provided that, from and after January 1, 2019, as of any fiscal quarter end when the Consolidated Leverage Ratio is otherwise required to be either 3.75:1.00 or 3.50:1.00 as set forth in the above table, the Consolidated Leverage Ratio may exceed such required ratio at any time during a Transition Period if any such excess is a direct result of the Company or any Subsidiary creating, assuming, incurring, guaranteeing or otherwise becoming liable in respect of Acquisition Debt, but only so long as the Consolidated Leverage Ratio at all times during such Transition Period shall not exceed 4.00:1.00.*

Article 2

CONDITIONS TO EFFECTIVENESS

2.1 Closing Conditions. This Amendment shall be deemed effective as of December 31, 2018 (the "***Second Amendment Effective Date***") upon satisfaction of the following conditions (in each case, in form and substance reasonably acceptable to the Administrative Agent):

(a) Executed Amendment. The Administrative Agent shall have received a copy of this Amendment duly executed by each of the Borrowers, the Required Lenders and the Administrative Agent.

(b) Default. After giving effect to this Amendment, no Default or Event of Default shall exist.

(c) Fees, Costs and Expenses. The Administrative Agent shall have received from the Company:

(i) For the account of each Lender that executes and delivers a signature page hereto to the Administrative Agent by 5:00 p.m. Eastern time on or before February 5, 2019 (each such Lender, a "***Consenting Lender***", and collectively, the "***Consenting Lenders***"), an amendment fee in an amount equal to five (5) basis points on (A) the aggregate Revolving Commitments of such Consenting Lender (prior to giving effect to this Amendment) and (B) the outstanding principal amount of the Term Loans held by such Consenting Lender.

(ii) The Administrative Agent shall have received from the Company such other fees, costs and expenses that are payable in connection with the consummation of the transactions contemplated hereby and Holland & Knight LLP shall have received from the Company payment of all outstanding fees and expenses previously incurred and all fees and expenses incurred in connection with this Amendment.

(d) Miscellaneous. All other documents and legal matters in connection with the transactions contemplated by this Amendment shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

Article 3

MISCELLANEOUS

3.1 Amended Terms. On and after the Second Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

3.2 **FATCA.** For purposes of determining withholding Taxes imposed under the Foreign Account Tax Compliance Act (FATCA), from and after the Second Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Credit Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

3.3 **Representations and Warranties of Loan Parties.** Each of the Borrowers represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Borrower and constitutes such Borrower's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) The representations and warranties of the Company and each other Loan Party contained in Article V of the Credit Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects on and as of the Second Amendment Effective Date, except that (i) such representations and warranties that specifically refer to an earlier date shall be true and correct in all material respects as of such earlier date, (ii) such representations and warranties shall be true and correct in all respects to the extent they are qualified by a materiality standard and (iii) the representations and warranties contained in clauses (a) and (c) of Section 5.03 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (c), respectively, of Section 6.01 of the Credit Agreement.

(e) As of the Second Amendment Effective Date, no event has occurred and is continuing which constitutes a Default or an Event of Default.

(f) The Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

3.4 **Reaffirmation of Obligations.** Each Borrower hereby ratifies the Credit Agreement and each other Loan Document to which it is a party, and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement and each such Loan Document applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations.

3.5 **Loan Document.** This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

3.6 **Expenses.** The Borrower agrees to pay all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable fees and expenses of the Administrative Agent's legal counsel.

3.7 **Further Assurances.** The Loan Parties agree to promptly take such action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

3.8 **Entirety.** This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.9 **Counterparts; Telecopy.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment or any other document required to be delivered hereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

3.10 **No Actions, Claims, Etc.** As of the date hereof, each of the Loan Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lenders, or the Administrative Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

3.11 **GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.**

3.12 **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.13 **Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.** The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.

BORROWERS:

THE HAIN CELESTIAL GROUP, INC.

By: /s/ James Langrock
Name: James Langrock
Title: Executive Vice President and
Chief Financial Officer

HAIN PURE PROTEIN CORPORATION

By: /s/ James Langrock
Name: James Langrock
Title: Executive Vice President and
Chief Financial Officer

__**ADMINISTRATIVE AGENT**__**:**

BANK OF AMERICA, N.A.,
as Administrative Agent

By: __/s/ Ronaldo Naval__
Name: Ronaldo Naval
Title: Vice President

<u>LENDERS</u>:

BANK OF AMERICA, N.A.,
as a Lender

By: <u>/s/ Jana L. Baker</u>
Name: Jana L. Baker
Title: Senior Vice President

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

By: /s/ Stephanie Allegra
Name: Stephanie Allegra
Title: Senior Vice President

JPMORGAN CHASE BANK, **N.A.,**
as a Lender

By: /s/ Anthony Galea
Name: Anthony Galea
Title: Executive Director

CITIZENS BANK, N.A.,
as a Lender

By: /s/ Barrett D Bencivenga
Name: Barrett D Bencivenga
Title: Managing Director

FARM CREDIT EAST, ACA,
as a Lender

By: /s/ Justin Brown
Name: Justin Brown
Title: Vice President

HSBC BANK USA, N.A.,
as a Lender

By: /s/ Emily E. Barker
Name: Emily E. Barker
Title: Vice President #22403

COBANK, ACB
as a Lender

By: /s/ Austin Taylor
Name: Austin Taylor
Title: Vice President

CAPITAL ONE, NATIONAL ASSOCIATION
as a Lender

By: /s/ Michael Sullivan

Name: Michael Sullivan
Title: Senior Director

KEYBANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Thomas A. Crandell
Name: Thomas A. Crandell
Title: Senior Vice President

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH,
as a Lender

By: /s/ Chris Grimes
Name: Chris Grimes
Title: Executive Director

By: /s/ Claire Laury
Name: Claire Laury
Title: Executive Director

SUNTRUST BANK,
as a Lender

By: /s/ Tesha Winslow
Name: Tesha Winslow
Title: Director

TD BANK, N.A.,
as a Lender

By: /s/ Alan Garson
Name: Alan Garson
Title: Senior Vice President

AGFIRST FARM CREDIT BANK,
as a Lender

By: /s/ Matthew Jeffords
Name: Matthew Jeffords
Title: Vice President

KBC BANK N.V., NEW YORK BRANCH
as a Lender

By: /s/ Deborah Carlson
Name: Deborah Carlson
Title: Director

By: /s/ Susan Silver
Name: Susan Silver
Title: Managing Director

Exhibit 99.1

Hain Celestial Reports Second Quarter Fiscal Year 2019 Financial Results

Updates Fiscal 2019 Guidance

Lake Success, NY, February 7, 2019 - The Hain Celestial Group, Inc. (Nasdaq: HAIN) (“Hain Celestial” or the “Company”), a leading organic and natural products company with operations in North America, Europe, Asia and the Middle East providing consumers with A Healthier Way of Life™, today reported financial results for the second quarter ended December 31, 2018. The results contained herein are presented with the Hain Pure Protein operating segment being treated as a discontinued operation given the Company’s previously announced decision to divest the business.

“We are creating a new strategic direction to take Hain Celestial to the next level of performance,” commented Mark L. Schiller, Hain Celestial’s President and Chief Executive Officer. “Although we are not satisfied with our near-term performance, we are starting to see sequential improvement in our numbers and are working diligently to restore profitable growth in the United States, while continuing our profit momentum in the United Kingdom and Europe. My team and I have been in similar situations during our previous roles, which gives us confidence in our abilities to execute Hain Celestial’s business transformation. We believe we have a core set of high margin brands, with mainstream potential, competing in fast-growing categories, and we plan to simplify our business in order to focus more resources towards these high potential opportunities to seek to deliver attractive returns to stockholders.”

FINANCIAL HIGHLIGHTS[1]

Summary of Second Quarter Results from Continuing Operations[2]

- Net sales decreased 5% to $584.2 million compared to the prior year period, or a 4% decrease on a constant currency basis. When adjusted for Foreign Exchange and Acquisitions, Divestitures and certain other items, including the Project Terra Stock Keeping Unit (“SKU”) rationalization[3], net sales would have decreased 1% compared to the prior year period.
- Gross margin of 19.6%, a 210 basis point decrease over the prior year period; adjusted gross margin of 20.3%, a 240 basis point decrease over the prior year period as a result of planned higher trade and promotional investments and increased freight and commodity costs in the United States.
- Operating loss of $15.4 million compared to operating income of $31.0 million in the prior year period; adjusted operating income of $29.9 million compared to $49.5 million in the prior year period.
- Net loss of $29.3 million compared to net income of $43.1 million in the prior year period; adjusted net income of $15.0 million compared to $33.6 million in prior year period.
- EBITDA of $19.2 million compared to $53.3 million in the prior year period; Adjusted EBITDA of $44.9 million compared to $67.7 million in the prior year period.
- Loss per diluted share of $0.28 compared to earnings per diluted share (“EPS”) of $0.41 in the prior year period; adjusted EPS of $0.14 compared to $0.32 in the prior year period.

[1] This press release includes certain non-GAAP financial measures, which are intended to supplement, not substitute for, comparable GAAP financial measures. Reconciliations of non-GAAP financial measures to GAAP financial measures are provided herein in the tables “Reconciliation of GAAP Results to Non-GAAP Measures".
[2] Unless otherwise noted all results included in this press release are from continuing operations.
[3] Refer to “Net Sales Growth at Constant Currency and Adjusted for Acquisitions, Divestitures and Other” provided herein.

SEGMENT HIGHLIGHTS FROM CONTINUING OPERATIONS

Hain Celestial United States

Hain Celestial United States net sales in the second quarter decreased 4% over the prior year period to $259.2 million; when adjusted for Acquisitions, Divestitures and certain other items including the Project Terra SKU rationalization[3], net sales would have decreased 1%. The decline in the United States segment was primarily driven by declines in the Pantry and Better-For-You Baby platforms, partially offset by an increase in the Better-For-You Snack platform. United States net sales were also impacted by the previously disclosed strategic decision to no longer support certain lower margin SKUs. Segment operating income in the second quarter was $7.2 million, a 67% decrease from the prior year period, and adjusted operating income was $13.4 million, a 57% decrease over the prior year period, driven primarily by higher planned trade investments to drive future period growth and increased freight and commodity costs.

Hain Celestial United Kingdom

Hain Celestial United Kingdom net sales in the second quarter decreased 5% to $225.3 million over the prior year period, or 1% after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3]. The results for the United Kingdom segment reflect an 8% decline in Hain Daniels, or a decline of 4% after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3], primarily driven by declines from the New Covent Garden Soup Co.®, Hartley's® and Cully & Sully® brands, offset in part by growth in the Linda McCartney® and Sun-Pat® brands. The net sales decrease in the United Kingdom segment was partially offset by 2% growth from Tilda® while Ella's Kitchen® was relatively flat, or increased 6% and 3%, respectively, after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3]. Segment operating income was $14.7 million, an 8% increase over the prior year period, and adjusted operating income was $18.1 million, an increase of 11% over the prior year period.

Rest of World

Rest of World net sales in the second quarter decreased 8% to $99.7 million over the prior year period, or 3% after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3]. Net sales for Hain Celestial Canada decreased 12%, or 7% after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3], primarily driven by declines from the Europe's Best® and Dream® brands and private label sales, offset in part by growth from the Yves Veggie Cuisine®, Live Clean® and Tilda® brands. Net sales for Hain Celestial Europe were relatively flat, or increased 3% on a constant currency basis, primarily driven by strong performance from the Joya® brand and private label sales, offset in part by declines from the Danival®, Lima® and Dream® brands. Net sales for Hain Ventures, formerly known as Cultivate Ventures, decreased 17%, or 14% after adjusting for Foreign Exchange, Acquisitions and Divestitures and certain other items[3], primarily driven by declines from the Blueprint®, Westsoy®, SunSpire® and DeBoles® brands, offset in part by growth from the Health Valley® and Yves Veggie Cuisine® brands. Segment operating income in the second quarter was $8.4 million, a $2.2 million decrease over the prior year period. Adjusted operating income was $9.3 million, an 18% decrease over the prior year period.

Hain Pure Protein Discontinued Operations

As previously disclosed on May 5, 2018, the results of operations, financial position and cash flows related to the operations of the Hain Pure Protein business segment have been moved to discontinued operations in the current and prior periods. The Company continues to make substantial progress and expect to complete the divestiture of the Hain Pure Protein operating segment in the coming months. Net sales for Hain Pure Protein in the second quarter were $147.2 million, a decrease of 7% compared to the prior year period. Segment operating loss in the second quarter was $59.6 million and included a $54.9 million pre-tax non-cash impairment charge.

Fiscal Year 2019 Guidance

The Company updated its annual guidance for continuing operations for fiscal year 2019:

- Total net sales of $2.320 billion to $2.350 billion, a decrease of approximately 4% to 6% as compared to fiscal year 2018.
- Adjusted EBITDA of $185 million to $200 million, a decrease of approximately 22% to 28% as compared to fiscal year 2018.
- Adjusted EPS of $0.60 to $0.70, a decrease of approximately 40% to 48% as compared to fiscal year 2018.

Guidance, where adjusted, is provided on a non-GAAP basis and excludes acquisition-related expenses; integration charges; restructuring charges, start-up costs, consulting fees and other costs associated with Project Terra; costs associated with the CEO Succession Agreement; unrealized net foreign currency gains or losses, accounting review and remediation costs and other non-recurring items that may be incurred during the Company's fiscal year 2019, which the Company will continue to identify as it reports its future financial results. Guidance also excludes the impact of any future acquisitions and divestitures.

The Company cannot reconcile its expected Adjusted EBITDA to net income or adjusted earnings per diluted share to earnings per diluted share under "Fiscal Year 2019 Guidance" without unreasonable effort because certain items that impact net income and other reconciling metrics are out of the Company's control and/or cannot be reasonably predicted at this time.

Contact:
James Langrock / Katie Turner
The Hain Celestial Group, Inc.
516-587-5000

(unaudited and dollars in thousands)	United States	United Kingdom	Rest of World	Corporate / Other	Total
NET SALES					
Net sales - Three months ended 12/31/18	$ 259,155	$ 225,338	$ 99,663	$ —	$ 584,156
Net sales - Three months ended 12/31/17	$ 270,303	$ 238,201	$ 107,728	$ —	$ 616,232
% change - FY'19 net sales vs. FY'18 net sales	(4.1)%	(5.4)%	(7.5)%		(5.2)%
OPERATING INCOME/(LOSS)					
Three months ended 12/31/18					
Operating income (loss)	$ 7,180	$ 14,655	$ 8,374	$ (45,596)	$ (15,387)
Non-GAAP adjustments [(1)]	6,257	3,429	953	34,624	45,263
Adjusted operating income	$ 13,437	$ 18,084	$ 9,327	$ (10,972)	$ 29,876
Operating income (loss) margin	2.8 %	6.5 %	8.4 %		(2.6)%
Adjusted operating income margin	5.2 %	8.0 %	9.4 %		5.1 %
Three months ended 12/31/17					
Operating income	$ 21,861	$ 13,598	$ 10,535	$ (15,029)	$ 30,965
Non-GAAP adjustments [(1)]	9,109	2,740	866	5,791	18,506
Adjusted operating income	$ 30,970	$ 16,338	$ 11,401	$ (9,238)	$ 49,471
Operating income margin	8.1 %	5.7 %	9.8 %		5.0 %
Adjusted operating income margin	11.5 %	6.9 %	10.6 %		8.0 %

(unaudited and dollars in thousands)	United States	United Kingdom	Rest of World	Corporate / Other	Total
NET SALES					
Net sales - Six months ended 12/31/18	$ 503,140	$ 443,915	$ 197,934	$ —	$1,144,989
Net sales - Six months ended 12/31/17	$ 533,962	$ 460,646	$ 210,843	$ —	$1,205,451
% change - FY'19 net sales vs. FY'18 net sales	(5.8)%	(3.6)%	(6.1)%		(5.0)%
OPERATING INCOME/(LOSS)					
Six months ended 12/31/18					
Operating income (loss)	$ 9,350	$ 18,675	$ 16,210	$ (83,726)	$ (39,491)
Non-GAAP adjustments [(1)]	11,737	10,074	2,299	66,120	90,230
Adjusted operating income	$ 21,087	$ 28,749	$ 18,509	$ (17,606)	$ 50,739
Operating income (loss) margin	1.9 %	4.2 %	8.2 %		(3.4)%
Adjusted operating income margin	4.2 %	6.5 %	9.4 %		4.4 %
Six months ended 12/31/17					
Operating income	$ 42,722	$ 23,199	$ 19,532	$ (25,247)	$ 60,206
Non-GAAP adjustments [(1)]	11,392	6,075	866	7,047	25,380
Adjusted operating income	$ 54,114	$ 29,274	$ 20,398	$ (18,200)	$ 85,586
Operating income margin	8.0 %	5.0 %	9.3 %		5.0 %
Adjusted operating income margin	10.1 %	6.4 %	9.7 %		7.1 %

[(1)] *See accompanying table of "Reconciliation of GAAP Results to Non-GAAP Measures"*

Webcast Presentation
Hain Celestial will host a conference call and webcast today at 8:30 AM Eastern Time to discuss its results and business outlook. Additionally, the Company is scheduled to host an Investor Day on Wednesday, February 27, 2019. These events will be webcast, and any accompanying presentation will be available under the Investor Relations section of the Company's website at www.hain.com.

About The Hain Celestial Group, Inc.
The Hain Celestial Group (Nasdaq: HAIN), headquartered in Lake Success, NY, is a leading organic and natural products company with operations in North America, Europe, Asia and the Middle East. Hain Celestial participates in many natural categories with well-known brands that include Almond Dream®, Arrowhead Mills®, Bearitos®, Better Bean®, BluePrint®, Casbah®, Celestial Seasonings®, Clarks™, Coconut Dream®, Cully & Sully®, Danival®, DeBoles®, Earth's Best®, Ella's Kitchen®, Europe's Best®, Farmhouse Fare™, Frank Cooper's®, Gale's®, Garden of Eatin'®, GG UniqueFiber™, Hain Pure Foods®, Hartley's®, Health Valley®, Imagine™, Johnson's Juice Co.™, Joya®, Lima®, Linda McCartney® (under license), MaraNatha®, Mary Berry (under license), Natumi®, New Covent Garden Soup Co.®, Orchard House®, Rice Dream®, Robertson's®, Rudi's Gluten-Free Bakery™, Rudi's Organic Bakery®, Sensible Portions®, Spectrum® Organics, Soy Dream®, Sun-Pat®, Sunripe®, SunSpire®, Terra®, The Greek Gods®, Tilda®, Walnut Acres®, WestSoy®, Yorkshire Provender®, Yves Veggie Cuisine® and William's™. The Company's personal care products are marketed under the Alba Botanica®, Avalon Organics®, Earth's Best®, JASON®, Live Clean® and Queen Helene® brands.

Safe Harbor Statement
Certain statements contained in this press release constitute "forward-looking statements" within the meaning of federal securities laws, including the Private Securities Litigation Reform Act of 1995. Forward-looking statements are predictions based on expectations and projections about future events and are not statements of historical fact. You can identify forward-looking statements by the use of forward-looking terminology such as "plan", "continue", "expect", "anticipate", "intend", "predict", "project", "estimate", "likely", "believe", "might", "seek", "may", "will", "remain", "potential", "can", "should", "could", "future" and similar expressions, or the negative of those expressions, or similar words or phrases that are predictions of or indicate future events or trends and that do not relate solely to historical matters. You can also identify forward-looking statements by discussions of the Company's strategic initiatives, including Project Terra, the Company's potential divestiture of its Hain Pure Protein business, the Company's Guidance for Fiscal Year 2019 and our future performance and results of operations.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, levels of activity, performance or achievements of the Company, or industry results, to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements, and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data or methods that may be incorrect or imprecise and may not be able to be realized. We do not guarantee that the transactions and events described will happen as described (or that they will happen at all). Such factors, include, among others, the Company's beliefs or expectations relating to the impact of competitive products, changes to the competitive environment, changes to consumer preferences, our ability to manage our supply chain effectively, changes in raw materials, freight, commodity costs and fuel, consolidation of customers, reliance on independent distributors, general economic and financial market conditions, risks associated with our international sales and operations, our ability to execute and realize cost savings initiatives, including, but not limited to, cost reduction initiatives under Project Terra and SKU rationalization plans, our ability to identify and complete acquisitions or divestitures and integrate acquisitions, the availability of organic and natural ingredients, the reputation of our brands and the other risks detailed from time-to-time in the Company's reports filed with the United States Securities and Exchange Commission, including the Annual Report on Form 10-K for the fiscal year ended June 30, 2018, and our quarterly reports. As a result of the foregoing and other factors, the Company cannot provide any assurance regarding future results, levels of activity and achievements of the Company, and neither the Company nor any person assumes responsibility for the accuracy and completeness of these statements. All forward-looking statements contained herein apply as of the date hereof or as of the date they were made and, except as required by applicable law, the Company disclaims any obligation to publicly update or revise any forward-looking statement to reflects changes in underlying assumptions or factors of new methods, future events or other changes.

Non-GAAP Financial Measures
This press release and the accompanying tables include non-GAAP financial measures, including net sales adjusted for the impact of Foreign Exchange, Acquisitions and Divestitures and certain other items, including SKU

rationalization, as applicable in each case, adjusted operating income, adjusted gross margin, adjusted net income, adjusted earnings per diluted share, EBITDA, Adjusted EBITDA and operating free cash flow. The reconciliations of these non-GAAP financial measures to the comparable GAAP financial measures are presented in the tables "Reconciliation of GAAP Results to Non-GAAP Measures" for the three and six months ended December 31, 2018 and 2017 and in the paragraphs below. Management believes that the non-GAAP financial measures presented provide useful additional information to investors about current trends in the Company's operations and are useful for period-over-period comparisons of operations. These non-GAAP financial measures should not be considered in isolation or as a substitute for the comparable GAAP measures. In addition, these non-GAAP measures may not be the same as similar measures provided by other companies due to potential differences in methods of calculation and items being excluded. They should be read only in connection with the Company's Consolidated Statements of Operations presented in accordance with GAAP.

The Company defines Operating Free Cash Flow as cash provided by or used in operating activities from continuing operations (a GAAP measure) less capital expenditures. The Company views Operating Free Cash Flow as an important measure because it is one factor in evaluating the amount of cash available for discretionary investments.

For the three and six months ended December 31, 2018 and 2017, Operating Free Cash Flow from continuing operations was calculated as follows:

	Three Months Ended		Six Months Ended	
	12/31/2018	**12/31/2017**	**12/31/2018**	**12/31/2017**
	(unaudited and dollars in thousands)			
Cash flow provided by (used in) operating activities - continuing operations	$ 17,240	$ 29,472	$ (1,013)	$ 28,390
Purchases of property, plant and equipment	(18,992)	(13,451)	(41,539)	(24,685)
Operating Free Cash Flow - continuing operations	$ (1,752)	$ 16,021	$ (42,552)	$ 3,705

The Company's Operating Free Cash Flow from continuing operations was negative $1.8 million for the three months ended December 31, 2018, a decrease of $17.8 million from the three months ended December 31, 2017. The Company's Operating Free Cash Flow from continuing operations was negative $42.6 million for the six months ended December 31, 2018, a decrease of $46.3 million from the six months ended December 31, 2017. This decrease resulted primarily from a decrease in net loss adjusted for non-cash charges and increased capital expenditures in the current year, offset in part by cash provided by working capital accounts.

The Company believes presenting net sales at constant currency provides useful information to investors because it provides transparency to underlying performance in the Company's consolidated net sales by excluding the effect that foreign currency exchange rate fluctuations have on period-to-period comparability given the volatility in foreign currency exchange markets. To present this information for historical periods, current period net sales for entities reporting in currencies other than the U.S. dollar are translated into U.S. dollars at the average monthly exchange rates in effect during the corresponding period of the prior fiscal year, rather than at the actual average monthly exchange rate in effect during the current period of the current fiscal year. As a result, the foreign currency impact is equal to the current year results in local currencies multiplied by the change in average foreign currency exchange rate between the current fiscal period and the corresponding period of the prior fiscal year.

The Company provides net sales adjusted for constant currency, acquisitions and divestitures, and certain other items including SKU rationalization, as applicable in each case, to understand the growth rate of net sales excluding the impact of such items. The Company's management believes net sales adjusted for such items is useful to investors because it enables them to better understand the growth of our business from period-to-period.

The Company defines EBITDA as net (loss) income from continuing operations (a GAAP measure) before income taxes, net interest expense, depreciation and amortization, equity in net loss (income) of equity-method investees, stock-based compensation expense in connection with the Succession Plan, long-lived asset and intangible impairments and unrealized currency gains and losses. Adjusted EBITDA is defined as EBITDA before acquisition-related expenses, including integration and restructuring charges, and other non-recurring items. The Company's management believes that these presentations provide useful information to management, analysts and investors regarding certain additional financial and business trends relating to its results of operations and financial condition.

In addition, management uses these measures for reviewing the financial results of the Company as well as a component of performance-based executive compensation.

For the three and six months ended December 31, 2018 and 2017, EBITDA and Adjusted EBITDA from continuing operations was calculated as follows:

	Three Months Ended		Six Months Ended	
	12/31/2018	12/31/2017	12/31/2018	12/31/2017
	(unaudited and dollars in thousands)			
Net (loss) income	$ (66,501)	$ 47,103	$ (103,926)	$ 66,949
Net (loss) income from discontinued operations	(37,223)	3,973	(51,547)	5,206
Net (loss) income from continuing operations	$ (29,278)	$ 43,130	$ (52,379)	$ 61,743
Provision (benefit) for income taxes	4,690	(17,690)	(4,793)	(10,206)
Interest expense, net	8,247	5,817	15,416	11,426
Depreciation and amortization	13,722	14,919	28,106	30,066
Equity in net loss (income) of equity-method investees	11	(194)	186	(205)
Stock-based compensation expense	1,774	4,158	1,565	7,322
Stock-based compensation expense in connection with Chief Executive Officer Succession Agreement	117	—	429	—
Long-lived asset and intangibles impairment	19,473	3,449	23,709	3,449
Unrealized currency losses/(gains)	439	(286)	1,029	(3,705)
EBITDA	$ 19,195	$ 53,303	$ 13,268	$ 99,890
Project Terra costs and other	9,872	4,069	20,205	8,919
Chief Executive Officer Succession Plan expense, net	10,031	—	29,272	—
Accounting review and remediation costs, net of insurance proceeds	920	4,451	4,334	3,093
Warehouse/manufacturing facility start-up costs	1,708	418	6,307	1,155
Plant closure related costs	1,490	700	3,319	700
SKU rationalization	1,530	—	1,530	—
Litigation and related expenses	122	—	691	—
Losses on terminated chilled desserts contract	—	2,143	—	3,615
Co-packer disruption	—	1,567	—	2,740
Regulated packaging change	—	1,007	—	1,007
Adjusted EBITDA	$ 44,868	$ 67,658	$ 78,926	$ 121,119

THE HAIN CELESTIAL GROUP, INC.
Consolidated Balance Sheets
(in thousands)

	December 31, 2018	June 30, 2017
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 38,158	$ 106,557
Restricted cash	34,304	—
Accounts receivable, net	240,520	252,708
Inventories	402,724	391,525
Prepaid expenses and other current assets	56,393	59,946
Current assets of discontinued operations	179,327	240,851
Total current assets	951,426	1,051,587
Property, plant and equipment, net	320,036	310,172
Goodwill	1,008,787	1,024,136
Trademarks and other intangible assets, net	473,534	510,387
Investments and joint ventures	19,318	20,725
Other assets	30,390	29,667
Total assets	$ 2,803,491	$ 2,946,674
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 209,869	$ 229,993
Accrued expenses and other current liabilities	159,588	116,001
Current portion of long-term debt	35,566	26,605
Current liabilities of discontinued operations	34,306	49,846
Total current liabilities	439,329	422,445
Long-term debt, less current portion	692,128	687,501
Deferred income taxes	65,245	86,909
Other noncurrent liabilities	15,846	12,770
Total liabilities	1,212,548	1,209,625
Stockholders' equity:		
Common stock	1,087	1,084
Additional paid-in capital	1,150,239	1,148,196
Retained earnings	774,405	878,516
Accumulated other comprehensive loss	(225,359)	(184,240)
	1,700,372	1,843,556
Treasury stock	(109,429)	(106,507)
Total stockholders' equity	1,590,943	1,737,049
Total liabilities and stockholders' equity	$ 2,803,491	$ 2,946,674

THE HAIN CELESTIAL GROUP, INC.

Consolidated Statements of Operations

(unaudited and in thousands, except per share amounts)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2018	2017	2018	2017
Net sales	$ 584,156	$ 616,232	$ 1,144,989	$ 1,205,451
Cost of sales	469,883	482,282	931,122	948,113
Gross profit	114,273	133,950	213,867	257,338
Selling, general and administrative expenses	85,387	86,444	167,644	172,525
Amortization of acquired intangibles	3,860	4,572	7,765	9,146
Project Terra costs and other	9,872	4,069	20,205	8,919
Chief Executive Officer Succession Plan expense, net	10,148	—	29,701	—
Accounting review and remediation costs, net of insurance proceeds	920	4,451	4,334	3,093
Long-lived asset and intangibles impairment	19,473	3,449	23,709	3,449
Operating (loss) income	(15,387)	30,965	(39,491)	60,206
Interest and other financing expense, net	8,817	6,479	16,522	12,761
Other expense/(income), net	373	(760)	973	(3,887)
(Loss) income from continuing operations before income taxes and equity in net loss (income) of equity-method investees	(24,577)	25,246	(56,986)	51,332
Provision (benefit) for income taxes	4,690	(17,690)	(4,793)	(10,206)
Equity in net loss (income) of equity-method investees	11	(194)	186	(205)
Net (loss) income from continuing operations	$ (29,278)	$ 43,130	$ (52,379)	$ 61,743
Net (loss) income from discontinued operations, net of tax	(37,223)	3,973	(51,547)	5,206
Net (loss) income	$ (66,501)	$ 47,103	$ (103,926)	$ 66,949
Net (loss) income per common share:				
Basic net (loss) income per common share from continuing operations	$ (0.28)	$ 0.42	$ (0.50)	$ 0.59
Basic net (loss) income per common share from discontinued operations	(0.36)	0.04	(0.50)	0.05
Basic net (loss) income per common share	$ (0.64)	$ 0.45	$ (1.00)	$ 0.65
Diluted net (loss) income per common share from continuing operations	$ (0.28)	$ 0.41	$ (0.50)	$ 0.59
Diluted net (loss) income per common share from discontinued operations	(0.36)	0.04	(0.50)	0.05
Diluted net (loss) income per common share	$ (0.64)	$ 0.45	$ (1.00)	$ 0.64
Shares used in the calculation of net (loss) income per common share:				
Basic	104,056	103,837	104,009	103,773
Diluted	104,056	104,440	104,009	104,379

THE HAIN CELESTIAL GROUP, INC.

Consolidated Statements of Cash Flows

(unaudited and in thousands)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2018	**2017**	**2018**	**2017**
CASH FLOWS FROM OPERATING ACTIVITIES				
Net (loss) income	$ (66,501)	$ 47,103	$ (103,926)	$ 66,949
Net (loss) income from discontinued operations	(37,223)	3,973	(51,547)	5,206
Net (loss) income from continuing operations	(29,278)	43,130	(52,379)	61,743
Adjustments to reconcile net (loss) income from continuing operations to net cash provided by (used in) operating activities from continuing operations:				
Depreciation and amortization	13,722	14,919	28,106	30,065
Deferred income taxes	(9,514)	(28,171)	(22,790)	(28,808)
Equity in net loss (income) of equity-method investees	11	(194)	186	(205)
Chief Executive Officer Succession Plan expense, net	10,031	—	29,272	—
Stock-based compensation, net	1,891	4,158	1,994	7,322
Long-lived asset and intangibles impairment	19,473	3,449	23,709	3,449
Other non-cash items, net	444	1,299	1,285	(1,760)
Increase (decrease) in cash attributable to changes in operating assets and liabilities:				
Accounts receivable	2,226	2,023	6,583	(16,077)
Inventories	6,675	(34,945)	(17,472)	(63,131)
Other current assets	(3,123)	5,133	(1,765)	(3,889)
Other assets and liabilities	4,635	5,312	4,616	5,259
Accounts payable and accrued expenses	47	13,359	(2,358)	34,422
Net cash provided by (used in) operating activities - continuing operations	17,240	29,472	(1,013)	28,390
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment	(18,992)	(13,451)	(41,539)	(24,685)
Acquisitions of businesses, net of cash acquired	—	(13,064)	—	(13,064)
Other	4,515	—	3,863	—
Net cash used in investing activities - continuing operations	(14,477)	(26,515)	(37,676)	(37,749)
CASH FLOWS FROM FINANCING ACTIVITIES				
Borrowings under bank revolving credit facility	80,000	15,000	150,000	35,000
Repayments under bank revolving credit facility	(77,647)	(20,000)	(137,646)	(35,000)
Repayments under term loan	(3,750)	—	(7,500)	—
Funding of discontinued operations entities	11,159	7,511	(3,996)	(12,758)
Borrowings of other debt, net	6,918	5,675	8,627	13,912
Shares withheld for payment of employee payroll taxes	(1,943)	(4,588)	(2,922)	(6,685)
Net cash provided by (used in) financing activities - continuing operations	14,737	3,598	6,563	(5,531)
Effect of exchange rate changes on cash	(909)	706	(1,969)	3,765
CASH FLOWS FROM DISCONTINUED OPERATIONS				
Cash provided by (used in) operating activities	14,055	15,392	(1,850)	(2,964)
Cash used in investing activities	(1,296)	(2,662)	(2,931)	(6,342)
Cash (used in) provided by financing activities	(11,206)	(7,562)	3,901	12,655
Net cash flows provided by (used in) discontinued operations	1,553	5,168	(880)	3,349
Net increase (decrease) in cash and cash equivalents	18,144	12,429	(34,975)	(7,776)
Cash and cash equivalents at beginning of period	59,899	126,787	113,018	146,992
Cash and cash equivalents and restricted cash at end of period	$ 78,043	$ 139,216	$ 78,043	$ 139,216
Less: cash and cash equivalents of discontinued operations	(5,581)	(13,285)	(5,581)	(13,285)
Cash and cash equivalents and restricted cash of continuing operations at end of period	$ 72,462	$ 125,931	$ 72,462	$ 125,931

THE HAIN CELESTIAL GROUP, INC.

Reconciliation of GAAP Results to Non-GAAP Measures

(unaudited and in thousands, except per share amounts)

	Three Months Ended September 30,					
	2018 GAAP	Adjustments	2018 Adjusted	2017 GAAP	Adjustments	2017 Adjusted
Net sales	$ 584,156	—	$ 584,156	$ 616,232	—	$ 616,232
Cost of sales	469,883	(4,294)	465,589	482,282	(5,835)	476,447
Gross profit	114,273	4,294	118,567	133,950	5,835	139,785
Operating expenses [(a)]	108,720	(20,029)	88,691	94,465	(4,151)	90,314
Project Terra costs and other	9,872	(9,872)	—	4,069	(4,069)	—
Chief Executive Officer Succession Plan expense, net	10,148	(10,148)	—	—	—	—
Accounting review and remediation costs, net of insurance proceeds	920	(920)	—	4,451	(4,451)	—
Operating (loss) income	(15,387)	45,263	29,876	30,965	18,506	49,471
Interest and other expense (income), net [(b)]	9,190	(439)	8,751	5,719	286	6,005
Provision (benefit) for income taxes	4,690	1,462	6,152	(17,690)	27,751	10,061
Net (loss) income from continuing operations	(29,278)	44,240	14,962	43,130	(9,531)	33,599
Net (loss) income from discontinued operations, net of tax	(37,223)	37,223	—	3,973	(3,973)	—
Net (loss) income	(66,501)	81,463	14,962	47,103	(13,504)	33,599
Diluted net (loss) income per common share from continuing operations	(0.28)	0.43	0.14	0.41	(0.09)	0.32
Diluted net (loss) income per common share from discontinued operations	(0.36)	0.36	—	0.04	(0.04)	—
Diluted net (loss) income per common share	(0.64)	0.78	0.14	0.45	(0.13)	0.32

[(a)] *Operating expenses include amortization of acquired intangibles, selling, general, and administrative expenses and long-lived asset and intangibles impairment.*
[(b)] *Interest and other expense (income), net include interest and other financing expense, net and other (income)/expense, net.*

THE HAIN CELESTIAL GROUP, INC.

Reconciliation of GAAP Results to Non-GAAP Measures

(unaudited and in thousands)

Detail of Adjustments:

	Three Months Ended December 31,	
	2018	**2017**
Warehouse/manufacturing facility start-up costs	$ 1,708	$ 418
Plant closure related costs	1,056	700
SKU rationalization	1,530	—
Losses on terminated chilled desserts contract	—	2,143
Co-packer disruption	—	1,567
Regulated packaging change	—	1,007
Cost of sales	4,294	5,835
Gross profit	4,294	5,835
Intangibles impairment	17,900	—
Long-lived asset impairment charge associated with plant closure	1,573	3,449
Litigation and related expenses	122	—
Plant closure related costs	434	—
Stock-based compensation acceleration associated with Board of Directors	—	702
Operating expenses [(a)]	20,029	4,151
Project Terra costs and other	9,872	4,069
Project Terra costs and other	9,872	4,069
Chief Executive Officer Succession Plan expense, net	10,148	—
Chief Executive Officer Succession Plan expense, net	10,148	—
Accounting review and remediation costs, net of insurance proceeds	920	4,451
Accounting review and remediation costs, net of insurance proceeds	920	4,451
Operating income	45,263	18,506
Unrealized currency losses/(gains)	439	(286)
Interest and other expense (income), net (b)	439	(286)
Income tax related adjustments	(1,462)	(27,751)
Benefit for income taxes	(1,462)	(27,751)
Net income (loss) from continuing operations	$ 44,240	$ (9,531)

(a) Operating expenses include amortization of acquired intangibles, selling, general, and administrative expenses and long-lived asset and intangibles impairment.
(b) Interest and other expense (income), net includes interest and other financing expense, net and other (income)/expense, net.

THE HAIN CELESTIAL GROUP, INC.

Reconciliation of GAAP Results to Non-GAAP Measures

(unaudited and in thousands, except per share amounts)

	Six Months Ended December 31,					
	2018 GAAP	Adjustments	2018 Adjusted	2017 GAAP	Adjustments	2017 Adjusted
Net sales	$ 1,144,989	—	$ 1,144,989	$ 1,205,451	—	$ 1,205,451
Cost of sales	931,122	(11,156)	919,966	948,113	(9,217)	938,896
Gross profit	213,867	11,156	225,023	257,338	9,217	266,555
Operating expenses [(a)]	199,118	(24,834)	174,284	185,120	(4,151)	180,969
Project Terra costs and other	20,205	(20,205)	—	8,919	(8,919)	—
Chief Executive Officer Succession Plan expense, net	29,701	(29,701)	—	—	—	—
Accounting review and remediation costs, net of insurance proceeds	4,334	(4,334)	—	3,093	(3,093)	—
Operating (loss) income	(39,491)	90,230	50,739	60,206	25,380	85,586
Interest and other expense (income), net [(b)]	17,495	(1,029)	16,466	8,874	3,705	12,579
(Benefit) provision for income taxes	(4,793)	14,241	9,448	(10,206)	28,442	18,236
Net (loss) income from continuing operations	(52,379)	77,018	24,639	61,743	(6,767)	54,976
Net (loss) income from discontinued operations, net of tax	(51,547)	51,547	—	5,206	(5,206)	—
Net (loss) income	(103,926)	128,565	24,639	66,949	(11,973)	54,976
Diluted net (loss) income per common share from continuing operations	(0.50)	0.74	0.24	0.59	(0.06)	0.53
Diluted net (loss) income per common share from discontinued operations	(0.50)	0.50	—	0.05	(0.05)	—
Diluted net (loss) income per common share	(1.00)	1.24	0.24	0.64	(0.11)	0.53

[(a)] *Operating expenses include amortization of acquired intangibles, selling, general, and administrative expenses and long-lived asset and intangibles impairment.*
[(b)] *Interest and other expense (income), net include interest and other financing expense, net and other (income)/expense, net.*

THE HAIN CELESTIAL GROUP, INC.

Reconciliation of GAAP Results to Non-GAAP Measures

(unaudited and in thousands)

Detail of Adjustments:

	Six Months Ended December 31, 2018	Six Months Ended December 31, 2017
Warehouse/manufacturing facility start-up costs	$ 6,307	$ 1,155
Plant closure related costs	3,319	700
SKU rationalization	1,530	—
Losses on terminated chilled desserts contract	—	3,615
Co-packer disruption	—	2,740
Regulated packaging change	—	1,007
Cost of sales	11,156	9,217
Gross profit	11,156	9,217
Intangibles impairment	17,900	—
Long-lived asset impairment charge associated with plant closure	5,809	3,449
Litigation and related expenses	691	—
Plant closure related costs	434	—
Stock-based compensation acceleration associated with Board of Directors	—	702
Operating expenses [(a)]	24,834	4,151
Project Terra costs and other	20,205	8,919
Project Terra costs and other	20,205	8,919
Chief Executive Officer Succession Plan expense, net	29,701	—
Chief Executive Officer Succession Plan expense, net	29,701	—
Accounting review and remediation costs, net of insurance proceeds	4,334	3,093
Accounting review and remediation costs, net of insurance proceeds	4,334	3,093
Operating income	90,230	25,380
Unrealized currency losses/(gains)	1,029	(3,705)
Interest and other expense (income), net (b)	1,029	(3,705)
Income tax related adjustments	(14,241)	(28,442)
Benefit for income taxes	(14,241)	(28,442)
Net income (loss) from continuing operations	$ 77,018	$ (6,767)

(a) Operating expenses include amortization of acquired intangibles, selling, general, and administrative expenses and long-lived asset and intangibles impairment.
(b) Interest and other expense (income), net includes interest and other financing expense, net and other (income)/expense, net.

THE HAIN CELESTIAL GROUP, INC.

Net Sales Growth at Constant Currency

(unaudited and in thousands)

	Hain Consolidated	United Kingdom	Rest of World
Net sales - Three months ended 12/31/18	$ 584,156	$ 225,338	$ 99,663
Impact of foreign currency exchange	10,193	7,141	3,052
Net sales on a constant currency basis - Three months ended 12/31/18	$ 594,349	$ 232,479	$ 102,715
Net sales - Three months ended 12/31/17	$ 616,232	$ 238,201	$ 107,728
Net sales growth on a constant currency basis	(3.6)%	(2.4)%	(4.7)%

	Hain Consolidated	United Kingdom	Rest of World
Net sales - Six months ended 12/31/18	$ 1,144,989	$ 443,915	$ 197,934
Impact of foreign currency exchange	13,793	8,519	5,275
Net sales on a constant currency basis - Six months ended 12/31/18	$ 1,158,782	$ 452,434	$ 203,209
Net sales - Six months ended 12/31/17	$ 1,205,451	$ 460,646	$ 210,843
Net sales growth on a constant currency basis	(3.9)%	(1.8)%	(3.6)%

THE HAIN CELESTIAL GROUP, INC.

Net Sales Growth at Constant Currency

(unaudited and in thousands)

Net Sales Growth at Constant Currency and Adjusted for Acquisitions, Divestitures and Other

	Hain Consolidated	United States	United Kingdom	Rest of World
Net sales on a constant currency basis - Three months ended 12/31/18	$ 594,349	$ 259,155	$ 232,479	$ 102,715
Net sales - Three months ended 12/31/17	$ 616,232	$ 270,303	$ 238,201	$ 107,728
Acquisitions	1,774	—	1,774	—
Castle contract termination	(4,381)	—	(4,381)	—
Project Terra SKU rationalization	(11,051)	(9,708)	—	(1,343)
Net sales on a constant currency basis adjusted for acquisitions, divestitures and other - Three months ended 12/31/17	$ 602,574	$ 260,595	$ 235,594	$ 106,385
Net sales growth on a constant currency basis adjusted for acquisitions, divestitures and other	(1.4)%	(0.6)%	(1.3)%	(3.4)%

	Tilda	Hain Daniels	Ella's Kitchen	Hain Celestial Europe	Hain Celestial Canada	Hain Ventures
Net sales growth - Three months ended 12/31/18	2.1 %	(8.1)%	(0.2)%	(0.4)%	(12.3)%	(16.8)%
Impact of foreign currency exchange	3.6 %	2.8 %	3.1 %	3.2 %	3.5 %	— %
Impact of acquisitions	— %	(1.0)%	— %	— %	— %	— %
Impact of castle contract termination	— %	2.5 %	— %	— %	— %	— %
Impact of Project Terra SKU rationalization	— %	— %	— %	— %	1.8 %	2.8 %
Net sales on a constant currency basis adjusted for acquisitions, divestitures and other - Three months ended 12/31/18	5.7 %	(3.8)%	2.9 %	2.8 %	(7.0)%	(14.0)%

THE HAIN CELESTIAL GROUP, INC.

Net Sales Growth at Constant Currency

(unaudited and in thousands)

Net Sales Growth at Constant Currency and Adjusted for Acquisitions, Divestitures and Other

	Hain Consolidated	United States	United Kingdom	Rest of World
Net sales on a constant currency basis - Six months ended 12/31/18	$1,158,782	$ 503,140	$ 452,434	$ 203,209
Net sales - Six months ended 12/31/17	$1,205,451	$ 533,962	$ 460,646	$ 210,843
Acquisitions	4,335	—	4,335	—
Castle contract termination	(10,323)	—	(10,323)	—
Project Terra SKU rationalization	(21,889)	(19,414)	—	(2,475)
Net sales on a constant currency basis adjusted for acquisitions, divestitures and other - Six months ended 12/31/17	$1,177,574	$ 514,548	$ 454,658	$ 208,368
Net sales growth on a constant currency basis adjusted for acquisitions, divestitures and other	(1.6)%	(2.2)%	(0.5)%	(2.5)%

	Tilda	Hain Daniels	Ella's Kitchen	Hain Celestial Europe	Hain Celestial Canada	Hain Ventures
Net sales growth - Six months ended 12/31/18	2.8 %	(6.3)%	4.0 %	(0.2)%	(8.9)%	(17.2)%
Impact of foreign currency exchange	2.5 %	1.7 %	1.8 %	2.2 %	3.8 %	— %
Impact of acquisitions	— %	(1.2)%	— %	— %	— %	— %
Impact of castle contract termination	— %	3.1 %	— %	— %	— %	— %
Impact of Project Terra SKU rationalization	— %	— %	— %	— %	1.5 %	2.9 %
Net sales on a constant currency basis adjusted for acquisitions, divestitures and other - Six months ended 12/31/18	5.3 %	(2.7)%	5.8 %	2.0 %	(3.6)%	(14.3)%