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): **June 12, 2015**

Monster Beverage Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

0-18761	**39-1679918**
(Commission File Number)	(IRS Employer Identification No.)

1 Monster Way
Corona, California 92879
(Address of principal executive offices and zip code)

(951) 739-6200
(Registrant's telephone number, including area code)

N/A
(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))

Explanatory Note

Monster Beverage Corporation (formerly New Laser Corporation), a Delaware corporation (the "Company"), is providing the disclosure contained in this Current Report on Form 8-K in connection with the June 12, 2015 closing of the Transactions (as defined in Item 1.01 to this Current Report on Form 8-K), under the following items of Form 8-K: Item 1.01, Item 2.01, Item 3.01, Item 3.02, Item 3.03, Item 5.01, Item 5.02, Item 5.03, Item 8.01 and Item 9.01.

Item 1.01. Entry into a Material Definitive Agreement.

Transaction Agreement and Asset Transfer Agreement

As previously disclosed, on August 14, 2014, Monster Beverage 1990 Corporation (formerly Monster Beverage Corporation), now a wholly owned subsidiary of the Company ("Old Monster"), entered into definitive agreements providing for a long-term strategic relationship in the global energy category with The Coca-Cola Company ("TCCC"). In connection with the transactions contemplated thereby (collectively, the "Transactions"), Old Monster, the Company, New Laser Merger Corporation, a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), TCCC and European Refreshments, a TCCC subsidiary ("European Refreshments"), entered into a Transaction Agreement (as amended, the "Transaction Agreement"), and Old Monster, the Company and TCCC entered into an Asset Transfer Agreement (as amended, the "Asset Transfer Agreement"). The Transaction Agreement and the Asset Transaction Agreement are each described in Item 1.01 of Old Monster's Current Report on Form 8-K filed on August 18, 2014, which is incorporated by reference into this Item 1.01.

The descriptions of the Transaction Agreement and the Asset Transfer Agreement are not complete and are qualified in their entirety by reference to the complete text of the Transaction Agreement and the Asset Transfer Agreement, each as amended by the Amendment, dated as of May 4, 2015, by and among Old Monster, the Company, Merger Sub, TCCC and European Refreshments (the "Amendment to the Transaction Agreement and Asset Transfer Agreement"). Copies of the Transaction Agreement, the Asset Transfer Agreement and the Amendment to the Transaction Agreement and Asset Transfer Agreement are filed as Exhibits 2.1, 2.2 and 2.3 to this Current Report on Form 8-K and are incorporated herein by reference.

Distribution Coordination Agreements

Monster Energy Company ("MEC"), an indirect wholly owned subsidiary of the Company, and its wholly owned subsidiary Monster Energy Limited (formerly, Tauranga Ltd.) ("MEL"), each entered into an amended and restated distribution coordination agreement, dated as of June 12, 2015, with TCCC. The agreements amend and restate the Monster Energy Distribution Coordination Agreement between MEC and TCCC and the Monster Energy International Distribution Coordination Agreement between MEL and TCCC, each dated as of October 3, 2008.

The distribution coordination agreements pertain to the coordination of distribution of energy drink products offered, packaged and/or marketed by MEC or MEL, as applicable, or their respective affiliates under the primary brand name "Monster" and additional products as described in the agreements (the "MEC Products") in the United States, Canada and other countries, as indicated below. Coordination of U.S. and Canadian distribution will be pursuant to the Amended and Restated Distribution Coordination Agreement between MEC and TCCC (the "U.S./Canada Coordination Agreement"), and coordination of distribution in other countries will be pursuant to the Amended and Restated International Distribution Coordination Agreement among MEC, MEL and TCCC (the "International Coordination Agreement" and together with the U.S./Canada Coordination Agreement, the "Coordination Agreements").

Pursuant to the U.S./Canada Coordination Agreement, MEC agrees to use its best efforts to enter into new distribution agreements with TCCC-affiliated distributors ("TCCC Distributors") for certain specified sub-territories designated by MEC within the United States and Canada. In addition, to the extent permissible under applicable law, and subject to the terms of the U.S./Canada Coordination Agreement, TCCC agrees to use its best efforts to recommend and consent to the entering into of such new distribution agreements, and will, upon MEC's reasonable request, use good faith efforts to reasonably assist the entering into of such new distribution agreements and the on-going relationship between MEC and such TCCC Distributors that have executed, or that execute in the future, new distribution agreements with MEC. MEC will reasonably respond to TCCC's or a TCCC Distributor's reasonable inquiries and cooperate with TCCC in response to TCCC's reasonable requests in relation to MEC's relationship with TCCC and TCCC Distributors.

Pursuant to the International Coordination Agreement, MEL agrees to use its best efforts to enter into new distribution agreements with TCCC Distributors for certain specified sub-territories designated by MEL throughout the world (excluding the United States, Canada and other countries subject to applicable trade embargoes and sanctions laws and regulations). In addition, to the extent permissible under applicable law, and subject to the terms of the International Coordination Agreement, TCCC agrees to use its best efforts to recommend and consent to the entering into of such new distribution agreements, and will, upon MEL's reasonable request, use good faith efforts to reasonably assist the entering into of such

new distribution agreements and the on-going relationship between MEL and such TCCC Distributors that have executed, or that execute in the future, new distribution agreements with MEL. MEL will reasonably respond to TCCC's or a TCCC Distributor's reasonable inquiries and cooperate with TCCC in response to TCCC's reasonable requests in relation to MEL's relationship with TCCC and TCCC Distributors. For purposes of this paragraph, references to "MEL" will include MEC.

Pursuant to the Coordination Agreements, subject to certain conditions, MEC and MEL, as applicable, will pay TCCC a commission based on net sales to TCCC Distributors above a specified base volume.

The U.S./Canada Coordination Agreement is for an initial term of 20 years from the June 12, 2015 effective date (the "Effective Date"). After the initial term, the U.S./Canada Coordination Agreement will, subject to specified termination rights held by each party, remain in effect for as long as any TCCC Distributor continues to distribute some or all of the MEC Products pursuant to the terms of a KO Distribution Agreement (as defined in the U.S./Canada Coordination Agreement). The International Coordination Agreement is for an initial term of five years from the Effective Date. After the initial five-year term, the International Coordination Agreement may be renewed by either party for up to three successive five-year terms. After the initial term and any additional terms, the International Coordination Agreement will, subject to specified termination rights held by each party, remain in effect for as long as any TCCC Distributor continues to distribute some or all of the MEC Products pursuant to the terms of a KO Distribution Agreement (as defined in the International Coordination Agreement).

The Coordination Agreements may be terminated by a party upon a material breach of the contract by, or an insolvency of, the other party, subject to certain limitations and conditions. The Coordination Agreements also may be terminated upon mutual agreement of the parties. If either party terminates either of the Coordination Agreements due to the other party's breach of such terminated Coordination Agreement, the terminating party will have the option to terminate the other Coordination Agreement (the "Related Coordination Agreement") as well. Termination fees are payable by each of MEC or MEL, on the one hand, or TCCC, on the other hand, if a Coordination Agreement is terminated due to the other party's material breach of the applicable Coordination Agreement or the termination of the Related Coordination Agreement as a result of material breach thereof (with premiums payable if terminated within certain specified periods of the Effective Date of the applicable Coordination Agreement). The Coordination Agreements may be terminated by either party upon completion of an MEC Change of Control (as defined in the applicable Coordination Agreement), subject to certain conditions and limitations. Termination fees may also be payable by MEC or MEL, as applicable, if a Coordination Agreement is terminated in connection with an MEC Change of Control in certain specified circumstances, subject to certain conditions. If MEC or MEL terminates a KO Distribution Agreement without cause and without (1) entering into a new distribution agreement with a Primary KO Distributor (as defined in the applicable Coordination Agreement), for the same sub-territory promptly thereafter, and (2) concurrently terminating the applicable Coordination Agreement, the terminating party will pay a termination fee to TCCC solely with respect to the terminated KO Distribution Agreement. Furthermore, if MEC or MEL terminates a portion of a territory specified in a KO Distribution Agreement without cause, the terminating party will pay TCCC a partial termination fee for the terminated territory, as applicable to the relevant Coordination Agreement.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On June 12, 2015, Old Monster effected a holding company reorganization in connection with the Transactions by merging Merger Sub into Old Monster, with Old Monster surviving as a wholly owned subsidiary of the Company (the "Holding Company Reorganization"), and the Company changed its name from New Laser Corporation to "Monster Beverage Corporation."

In the Holding Company Reorganization, each Old Monster common share, par value $0.005 per share, outstanding immediately prior to consummation of the Holding Company Reorganization (other than any Old Monster common shares that were owned by Old Monster immediately prior to the effective time, which were canceled) was converted automatically into the right to receive one Company common share, par value $0.005 per share. In addition, upon consummation of the Holding Company Reorganization:

- each unexercised and unexpired stock option then outstanding under any equity compensation plan of Old Monster, whether or not then exercisable, ceased to represent a right to acquire Old Monster common shares and was converted automatically into a right to acquire the same number of Company common shares, on the same terms and conditions as were applicable under such Old Monster stock option; and

- each share of restricted stock and each restricted stock unit of Old Monster granted under all outstanding equity compensation plans ceased to represent or relate to Old Monster common shares and was converted automatically to represent or relate to Company common shares, on the same terms and conditions as were applicable to such Old Monster restricted stock and restricted stock units (including the vesting or other lapse restrictions (without acceleration thereof by virtue of the Holding Company Reorganization and the Transactions)).

Promptly following the effective time of the Holding Company Reorganization, Old Monster assigned to the Company all obligations of Old Monster under Old Monster's equity compensation plans and each stock option agreement, restricted stock award agreement, restricted stock unit award agreement and any similar agreement entered into pursuant to such equity compensation plans. In addition, all obligations of Old Monster under any employment agreements and indemnification agreements have been assigned to the Company.

Immediately after the effective time of the Holding Company Reorganization, (1) the Company issued to TCCC newly issued Company common shares representing approximately 16.7% of the total number of outstanding Company common shares (after giving effect to such issuance) (the "New Issuance"), (2) TCCC transferred all of its rights in and to TCCC's worldwide energy drink business ("KO Energy") to the Company, (3) Old Monster transferred all of its rights in and to its non-energy drink business ("Monster Non-Energy") to TCCC (such transfer, together with the transfer of KO Energy, the "Asset Transfers"), (4) MEC, MEL and TCCC entered into the Coordination Agreements, as described above in Item 1.01 under "Distribution Coordination Agreements", which is incorporated by reference into this Item 2.01, and (5) TCCC and/or one or more of its subsidiaries made an aggregate net cash payment to the Company and MEC of $2.15 billion, $125.0 million of which will be held in escrow, subject to release upon the achievement of milestones relating to the transition of distribution rights to TCCC's distribution network. The Transactions did not require the approval of Old Monster shareholders.

The Company's common shares are listed and traded on The Nasdaq Global Select Market ("Nasdaq") and became eligible for trading under the ticker symbol "MNST" on Monday, June 15, 2015.

The foregoing is only a brief description of the Holding Company Reorganization and the Transactions, does not purport to be complete and is qualified in its entirety by reference to the Transaction Agreement and the Asset Transfer Agreement, copies of which are filed as Exhibits 2.1 and 2.2 to this Current Report on Form 8-K and incorporated by reference herein, each as amended by the Amendment to the Transaction Agreement and Asset Transfer Agreement, a copy of which is filed as Exhibit 2.3 to this Current Report on Form 8-K and incorporated by reference herein.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On June 12, 2015, in connection with the Holding Company Reorganization, Old Monster notified Nasdaq that the Holding Company Reorganization had been completed and requested that trading of Old Monster common shares be suspended prior to the market opening on June 15, 2015. In addition, on June 12, 2015, Old Monster requested that Nasdaq file with the U.S. Securities and Exchange Commission (the "Commission") an application on Form 25 to delist the Old Monster common shares from Nasdaq and deregister the Old Monster common shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Old Monster intends to file a certificate on Form 15 requesting that the Old Monster common shares be deregistered under the Exchange Act, and that Old Monster's reporting obligations under Section 15(d) of the Exchange Act be suspended (except to the extent of the succession of the Company to the Exchange Act Section 12(b) registration and reporting obligations of Old Monster as described under the heading, "Successor Issuer," under Item 8.01 below).

The information set forth in Item 8.01 under the heading "Successor Issuer," describing the succession of the Company to Exchange Act Section 12(b) and reporting obligations of Old Monster, is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 is hereby incorporated by reference in this Item 3.02. Exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), for the sale of shares to TCCC pursuant to the New Issuance is based on Section 4(a)(2) of the Securities Act. TCCC is an "accredited investor" as such term is defined in Regulation D, as promulgated under the Securities Act.

Item 3.03 Material Modification of Rights of Securityholders.

At the effective time of the Holding Company Reorganization, each Old Monster common share automatically converted into the right to receive one Company common share.

The information set forth in Item 2.01 is hereby incorporated by reference in this Item 3.03.

Item 5.01 Changes in Control of Registrant.

The information set forth in Items 2.01 and 5.02 is hereby incorporated by reference in this Item 5.01.

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

Appointment of Certain Officers of the Company; Election of New Directors of the Company

The officers of the Company are the same as the officers of Old Monster immediately prior to the closing of the Transactions. The directors of the Company are the same as the directors of Old Monster immediately prior to the closing of the Transactions, except that the size of the Company's board of directors has been increased by two directors, and the Company has appointed Gary P. Fayard and Kathy N. Waller to the board as the TCCC designees, pursuant to the Transaction Agreement described in Item 1.01, which is incorporated by reference into this Item 5.02.

The charts below list the Company's directors and named executive officers, effective as of June 12, 2015.

Directors

Name	Age	Position
Rodney C. Sacks(1)	65	Chairman of the Board of Directors
Hilton H. Schlosberg(1)	62	Vice Chairman of the Board of Directors
Mark J. Hall	59	Director
Benjamin M. Polk	64	Director
Norman C. Epstein(2),(3),(4)	74	Director
Sydney Selati(2),(3),(4)	76	Director
Harold C. Taber, Jr. (2),(3),(4)	75	Director
Mark S. Vidergauz(3),(5)	61	Director
Gary P. Fayard	63	Director
Kathy N. Waller	57	Director

(1) Member of the Executive Committee of the Board of Directors.
(2) Member of the Audit Committee of the Board of Directors.
(3) Member of the Compensation Committee of the Board of Directors.
(4) Member of the Nominating Committee of the Board of Directors.
(5) Lead Independent Director.

Named Executive Officers

Name	Age	Position
Rodney C. Sacks	65	Chief Executive Officer
Hilton H. Schlosberg	62	President, Chief Financial Officer, Chief Operating Officer and Secretary
Mark J. Hall	59	Chief Marketing Officer
Thomas J. Kelly	60	Senior Vice President Finance

Biographical information about the Company's directors, other than Mr. Fayard and Ms. Waller, is included in Old Monster's Amendment No. 1 to Form 10-K for the fiscal year ended December 31, 2014 under "Item 10. Directors, Executive Officers and Corporate Governance" and is incorporated by reference herein.

Biographical information about Mr. Fayard and Ms. Waller is set forth below:

Gary P. Fayard—Director of the Company. Executive Vice President and Chief Financial Officer of the TCCC from February 2003 through April 2014. Mr. Fayard joined TCCC in 1994, and in July 1994, he was elected Vice President and Controller, a position he held until December 1999 when he was elected Senior Vice President and Chief Financial Officer. Mr. Fayard has also served on the board of directors of Coca-Cola FEMSA, S.A.B. de C.V., the largest bottler in the world of Coca-Cola trademark beverages by unit case volume operating in territories in Mexico, Central and South America and the Philippines, from 2004 to the present and on the board of directors of Genuine Parts Company from 2014 to the present. Mr. Fayard has a strong background in accounting and finance as well as substantial business and leadership experience in the beverage industry.

Kathy N. Waller—Director of the Company. Executive Vice President and Chief Financial Officer of TCCC, a position she has held since April 2014. Ms. Waller joined TCCC in 1987 as a senior accountant in the Accounting Research Department and has served in a number of accounting and finance roles of increasing responsibility. From July 2004 to August 2009, Ms. Waller served as Chief of Internal Audit. In December 2005, she was elected Vice President of TCCC, and in August 2009, she was elected Controller. In August 2013, she became Vice President, Finance and Controller of TCCC, assuming additional responsibilities for corporate treasury, corporate tax and finance capabilities. Ms. Waller has a strong background in accounting and finance as well as substantial business and leadership experience in the beverage industry.

The Company's board of directors has determined that that Messrs. Epstein, Fayard, Polk, Selati, Taber and Vidergauz are independent, as that term is defined in the Nasdaq Marketplace Rules and SEC regulations.

In connection with the closing of the Transactions, the Company will assume each of the Hansen Natural Corporation 2001 Stock Option Plan, the 2009 Hansen Natural Corporation Stock Incentive Plan for Non-Employee Directors, and the Hansen Natural Corporation 2011 Omnibus Incentive Plan of Old Monster. Each of the officers and directors of the Company will be entitled to participate in such plans, as applicable, on the same terms and conditions as the officers and directors of Old Monster immediately prior to the closing of the Transactions.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the completion of the Holding Company Reorganization, the Company's board of directors adopted an Amended and Restated Certificate of Incorporation (the "Amended and Restated Certificate of Incorporation") and Amended and Restated Bylaws (the "Amended and Restated Bylaws").

Upon consummation of the Holding Company Reorganization, the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Company were the same as the certificate of incorporation and bylaws of Old Monster immediately prior to consummation of the Holding Company Reorganization. The Amended and Restated Certificate of Incorporation was filed with the Delaware Secretary of State on June 12, 2015 and is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated by reference herein.

The Amended and Restated Bylaws of the Company are filed as Exhibit 3.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 8.01 Other Events.

Successor Issuer

In connection with the Holding Company Reorganization and by operation of Rule 12g-3(a) promulgated under the Exchange Act, the Company is the successor issuer to Old Monster and has succeeded to the attributes of Old Monster as the registrant, including Old Monster's Commission file number and CIK number. The Company common shares are deemed to be registered under Section 12(b) of the Exchange Act, and the Company is subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder, and will hereafter file reports and other information with the Commission using Old Monster's Commission file number (000-18761). The Company hereby reports this succession in accordance with Rule 12g-3(f) promulgated under the Exchange Act.

Description of Company Common Shares

The Company's authorized capital stock consists of 240,000,000 common shares, par value $0.005 per share.

Voting

The holders of the Company's common shares will have one vote per share. Holders of the Company common shares will not be entitled to vote cumulatively for the election of directors. Generally, all matters to be voted on by shareholders must be approved by a majority, or, in the case of the election of directors, by a plurality, of the votes cast at a meeting at which a quorum is present (consisting of the presence, in person or by proxy, of the holders of one-third of the number of shares entitled to vote). Actions may be taken without a meeting by the written consent of holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted.

Dividends

Holders of Company common shares will share ratably in any dividends declared by the Company's board of directors. The Company may pay dividends consisting of cash, property or shares of capital stock of the Company or its subsidiaries. Delaware law allows a corporation to pay dividends only out of surplus, as determined under Delaware law or, if there is no surplus, out of net profits for the fiscal year in which the dividend was declared and for the preceding fiscal year. Under Delaware law, however, the Company cannot pay dividends out of net profits if, after paying the dividend, the Company's capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets.

Other Rights

Upon the liquidation, dissolution or winding up of the Company, all common shareholders are entitled to share ratably in any assets available for distribution to common shareholders. No Company common shares are subject to redemption or, except as granted to TCCC in the Transactions, have preemptive rights to purchase additional Company common shares. Pursuant to the Transaction Agreement, in the event that European Refreshments beneficially owns at least 20% of the aggregate number of the Company common shares then-outstanding, if the Company engages in any transaction involving the direct or indirect sale or issuance by the Company of equity securities (subject to customary exceptions) and such sale or issuance would cause European Refreshments to beneficially own less than 20% of the aggregate number of outstanding Company common shares immediately following such sale or issuance, European Refreshments will be afforded the opportunity to acquire from the Company, for the same price and on the same terms as such equity securities are offered, up to an amount necessary to enable European Refreshments to own 20% of the aggregate number of outstanding Company common shares immediately following such sale or issuance.

Trading

The outstanding Company common shares are listed on Nasdaq under the symbol "MNST," the same symbol under which Old Monster common shares were listed. The transfer agent and registrar for the Company common shares is American Stock Transfer & Trust Company.

The foregoing is only a brief description of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, copies of which are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and incorporated by reference herein. The description of preemptive rights under the heading "Other Rights" does not purport to be complete and is qualified in its entirety by reference to the Transaction Agreement, a copy of which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated by reference herein.

Section 16 Reporting

Each director and officer (for purposes of Section 16 of the Exchange Act) of the Company is required to file a Form 4 evidencing the disposition of Old Monster common shares, a Form 3 evidencing his or her status as a new director or officer of the Company and a Form 4 evidencing his or her acquisition of Company common shares. No shares were sold into or purchased from the market in connection with the dispositions and acquisitions reflected on these Form 4s.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial statements of the business acquired*

The financial statements with respect to the Transactions required by Item 9.01(a) of this Current Report on Form 8-K are filed herewith.

(b) *Pro forma financial information*

The pro forma financial statements required by Item 9.01(b) of this Current Report on Form 8-K are filed herewith.

(d) *Exhibits*

Exhibit No.	Description
2.1*	Transaction Agreement, dated as of August 14, 2014, by and among Monster Beverage Corporation, New Laser Corporation, New Laser Merger Corp., The Coca-Cola Company and European Refreshments (incorporated by reference from exhibit 2.1 to the Form S-4/A filed by New Laser Corporation and dated May 4, 2015, File No. 333-201839)
2.2*	Asset Transfer Agreement, dated as of August 14, 2014, by and among Monster Beverage Corporation, New Laser Corporation and The Coca-Cola Company (incorporated by reference from exhibit 2.2 to the Form S-4/A filed by New Laser Corporation and dated April 21, 2015, File No. 333-201839)
2.3	Amendment to the Transaction Agreement and Asset Transfer Agreement, dated as of May 4, 2015, by and among Monster Beverage Corporation, New Laser Corporation, New Laser Merger Corp., The Coca-Cola Company and European Refreshments (incorporated by reference from exhibit 2.3 to the Form S-4/A filed by New Laser Corporation and dated May 5, 2015, File No. 333-201839)
3.1	Amended and Restated Certificate of Incorporation of the Company
3.2	Amended and Restated Bylaws of the Company
23.1	Consent of Ernst & Young LLP
99.1	Audited combined abbreviated financial statements of KO Energy as of December 31, 2014 and 2013, and for each of the three years in the period ended December 31, 2014
99.2	Unaudited pro forma condensed combined financial information as of December 31, 2014 and for the twelve months ended December 31, 2014

* Schedules, annexes and certain exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the Commission a copy of any omitted schedule, annex or exhibit upon request.

Signature

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.

Monster Beverage Corporation

Date: June 18, 2015

By: /s/ Hilton H. Schlosberg
Hilton H. Schlosberg
Vice Chairman of the Board of Directors, President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION OF

MONSTER BEVERAGE CORPORATION

ARTICLE I

The name of the corporation is:

MONSTER BEVERAGE CORPORATION

ARTICLE II

The address of its registered agent in the State of Delaware is the Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle, and the name of its registered agent in the State of Delaware at such address is the Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted by the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The aggregate number of shares of stock that the Corporation shall have authority to issue is two hundred and forty million (240,000,000) shares of common stock $0.005 par value per share.

ARTICLE V

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have the power, without the assent or vote of the stockholders, to make, alter, amend, change, add to, or repeal the by-laws of the Corporation.

(3) Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the summary application of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 291 of Title 8 of the Delaware

Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the corporation, as the case may be, to be summoned in such manner as the said court directors. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE VI

The Corporation shall, to the fullest extent permitted by law, including, but not limited to, 145 of the General Corporation Law of the State of Delaware, as the same exists or may hereafter be modified, amended and supplemented, and any subsequent provision replacing said 145, indemnify any and all persons whom it shall have power to indemnify from and against any and all expenses, liabilities or other matters, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which an indemnified person may be entitled under any provision of the by-laws of the Corporation, any agreement, any vote of stockholder or disinterested directors or otherwise, both as to action in his official capacity and as to action in any capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any right to indemnification of a director, officer, employee, or agent of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The personal liability of the directors of the Corporation to the Corporation and its stockholders is hereby eliminated to the fullest extent permitted by 102(b)(7) of the General Corporation Law of the State of Delaware, as the same exists or may hereafter be modified, amended and supplemented, and any subsequent provision replacing said 102(b)(7).

ARTICLE VIII

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by Delaware law, and all rights conferred upon stockholders herein are granted subject to this reservation.

Exhibit 3.2

AMENDED AND RESTATED BY-LAWS

OF

MONSTER BEVERAGE CORPORATION

(F/K/A NEW LASER CORPORATION)

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meeting. A meeting of stockholders shall be held annually for the election of directors and the transaction of such other business as is related to the purpose or purposes set forth in the notice of meeting on such date and at such time as may be fixed by the Board of Directors.

Section 2. Special Meetings. Special meetings of the stockholders for any purpose may be called by the Board of Directors, the Chairman, the President or the Secretary, but such special meetings may not be called by any other person or persons. Special meetings shall be held at such time as may be fixed in the call and stated in the notices of meeting or waiver thereof. At any special meeting only such business may be transacted as is related to the purpose or purposes for which the meeting is convened.

Section 3. Place of Meetings. Meetings of stockholders shall be held at such place, within or without the State of Delaware or the United States of America, as may be fixed in the call and stated in the notice of meeting or waiver thereof.

Section 4. Notice of Meetings; Adjourned Meetings. Notice of each meeting of stockholders shall be given in writing and shall state the place, date and hour of the meeting. The purpose or purposes for which the meeting is called shall be stated in the notice of each special meeting and of each annual meeting at which any business other than the election of directors is to be transacted.

A copy of the notice of any meeting shall be given, personally or by mail, or by electronic transmission (to the extent permitted by law), not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the stockholder at his address as it appears on the record of stockholders.

When a meeting is adjourned for less than thirty (30) days in any one adjournment, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 5. Waiver of Notice. The transactions of any meeting of stockholders, however called and with whatever notice, if any, are as valid as those at a meeting duly held after regular call and notice, if: (a) all the stockholders entitled to vote are present in person or by proxy and no objection to holding the meeting is made by any stockholder; or if (b) a quorum is present either in person or by proxy and no objection to holding the meeting is made by anyone so present, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signed a written waiver of notice (either in writing or by electronic transmission), or a consent to the holding of the meeting, or an approval of the action taken as shown by the minutes thereof.

Whenever notice is required to be given to any stockholder, a written waiver thereof signed by, or electronic waiver given by, such stockholder, whether before or after the time thereon stated, shall be deemed equivalent to such notice. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when such stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of stockholders need be specified in any written waiver of notice thereof.

Section 6. Qualification of Voters. Except as may be otherwise provided in the Certificate of Incorporation, every stockholder of record shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for every share standing in his name on the record of stockholders.

Section 7. Quorum. At any meeting of the stockholders the presence, in person or by proxy, of the holders of one-third of the shares entitled to vote thereat shall constitute a quorum for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholders. The stockholders present may adjourn the meeting despite the absence of a quorum.

Section 8. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent without a meeting may authorize another person or persons to act for him, by proxy. Every proxy must be executed by the stockholder or his attorney-in-fact. No proxy shall be valid after the expiration of three (3) years from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except as otherwise provided therein and as permitted by law. Except as otherwise provided in the proxy, any proxy holder may appoint in writing a substitute to act in his place.

Section 9. Voting. Except as otherwise required by law, directors shall be elected by a plurality of the votes cast at a meeting of stockholders entitled to vote in the election, in person or by proxy by the holders of shares; provided a quorum is present. Whenever any corporate action, other than the election of directors, is to be taken by vote of the stockholders at a meeting, it shall, except as otherwise required by law, or the Certificate of Incorporation, be authorized by a majority of the votes cast thereat, in person or by proxy.

Section 10. Action Without a Meeting.

(a) Notwithstanding anything to the contrary contained herein, whenever stockholders are required or permitted to take any action at a meeting or by vote, such action may be taken without a meeting, without prior notice and without a vote, by consent in writing setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that the written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request that the Board of Directors fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such written notice is received, adopt a resolution fixing the record date (unless a record date has previously been fixed by the Board of Directors pursuant to the first sentence of this Section 10(b)). If no record date has been fixed by the Board of Directors pursuant to the first sentence of this Section 10(b) or otherwise within ten (10) days after the date on which such written notice is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date after the expiration of such ten (10) day time period on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or any officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the Board of Directors pursuant to the first sentence of this Section 10(b), the record date for determining stockholders entitled to consent to corporate action in writing without a meeting if prior action by the Board of Directors is required by applicable law shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

(c) In the event of the delivery, in the manner provided by this Section 10 and applicable law, to the Corporation of written consent or consents to take corporate action and/or any related revocation or revocations, the Corporation shall engage independent inspectors of elections for the purpose of performing promptly a ministerial review of the validity of the consents and revocations. For the purpose of permitting the inspectors to perform such review, no action by written consent and without a meeting shall be effective until such inspectors have completed their review, determined that the requisite number of valid and unrevoked consents delivered to the Corporation in accordance with this Section 10 and applicable law have been

obtained to authorize or take the action specified in the consents, and certified such determination for entry in the records of the Corporation kept for the purpose of recording the proceedings of meetings of stockholders. Nothing contained in this Section 10(c) shall in any way be construed to suggest or imply that the Board of Directors or any stockholder shall not be entitled to contest the validity of any consent or revocation thereof, whether before or after such certification by the independent inspectors, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

(d) Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days after the earliest dated written consent received in accordance with this Section 10, a valid written consent or valid written consents signed by a sufficient number of stockholders to take such action are delivered to the Corporation in the manner prescribed in this Section 10 and applicable law, and not revoked.

Section 11. Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action (other than action by consent in writing without a meeting), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date: (i) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, be not more than sixty (60) nor less than ten (10) days before the date of such meeting; and (ii) in the case of any other action (other than action by consent in writing without a meeting), shall be not more than sixty (60) days prior to such other action. If no record date is fixed: (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (ii) the record date for determining stockholders for any other purpose (other than action by consent in writing without a meeting) shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 12. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held (which place shall be specified in the notice of the meeting), or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 13. Inspectors of Election. The Chairman of any meeting of the stockholders may, and shall if required by law, appoint one or more Inspectors of Election. Any Inspector so appointed to act at any meeting of the stockholders, before entering upon the discharge of his or her duties, shall be sworn faithfully to execute the duties of an Inspector at such meeting with strict impartiality, and according to the best of his or her ability.

Section 14. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the Board of Directors or duly authorized committee thereof or (c) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 14 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 14.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of paragraph (A)(1) of this Section 14, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business other than the nominations of persons for election to the Board of Directors must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth day nor earlier than the close of business on the one hundred twentieth day prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty days before or more than seventy days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth day prior to such annual meeting and not later than the close of business on the later of the ninetieth day prior to such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder, and (ii) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions

proposed for consideration and in the event that such business includes a proposal to amend the By-laws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a description of any agreement, arrangement or understanding between or among such stockholder and/or any such beneficial owner, any of their respective affiliates or associates, others acting in concert with the foregoing, the nominee (if applicable) and any other person or persons (including their names) in connection with the proposed nomination or proposal of other business, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or any such beneficial owner or any such nominee with respect to the Corporation's securities, in each case whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, (v) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (vi) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (b) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination, and (vii) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder. The foregoing notice requirements of this Section 14 shall be deemed satisfied by a stockholder with respect to business other than a nomination if the stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. Not later than 10 days after the record date for determining stockholders entitled to notice of the meeting, the information required by Items (A)(2)(c)(ii)-(iv) of the prior sentence shall be supplemented by the stockholder giving the notice to provide updated information as of such record date. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 14 to the contrary, in the event that the number of directors to be elected to the Board of Directors at an annual meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (A)(2) of this Section 14 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 14 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or any duly authorized committee thereof or (2) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 14 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and upon such election and who complies with the notice procedures set forth in this Section 14. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (A)(2) of this Section 14 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth day prior to such special meeting and not later than the close of business on the later of the ninetieth day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(1) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 14 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 14. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (a) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 14 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (A)(2)(c)(vi) of this Section 14) and (b) if any proposed nomination or business was not made or proposed in

compliance with this Section 14, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 14, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 14, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this Section 14, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 14, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 14; provided however, that any references in these By-laws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 14 (including paragraphs (A)(1)(c) and (B) hereof), and compliance with paragraphs (A)(1)(c) and (B) of this Section 14 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of (A)(2), business other than nominations brought properly under and in compliance with Rule 14a-8 of the Exchange Act, as may be amended from time to time). Nothing in this Section 14 shall be deemed to affect any rights (a) of stockholders to request inclusion of proposals or nominations in the Corporation's proxy statement pursuant to applicable rules and regulations promulgated under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

Section 15. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of

business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Power of Board and Qualification of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2. Number of Directors. The number of directors constituting the whole Board of Directors shall be such number not less than one (1) nor more than fifteen (15) as may be fixed from time to time by resolution adopted by the stockholders or by the Board.

Section 3. Election and Term of Directors. At each annual meeting of stockholders, directors shall be elected to serve until the next annual meeting and until their respective successors are elected and qualified.

Section 4. Resignations. Any director of the Corporation may resign at any time in writing or by electronic transmission given or sent to the Board of Directors, the Chairman of the Board, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal of Directors. Any or all of the directors may be removed with or without cause by vote of the stockholders.

Section 6. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors or vacancies occurring in the Board of Directors for any reason may be filled by vote of a majority of the directors then in office, even if less than a quorum exists, or may be filled by the stockholders. Vacancies occurring as a result of the removal of directors by stockholders without cause shall be filled by the stockholders. A director elected to fill a vacancy or a newly created directorship shall be elected to hold office until the next annual meeting of stockholders.

Section 7. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate from among its members an executive committee and other committees to serve at the pleasure of the Board of Directors, each consisting of one or more directors, and each of which, to the extent provided in the resolution, shall have all the authority of the Board to the full extent authorized by law, including the power or authority to declare a dividend or to authorize the issuance of stock. The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 8. Compensation of Directors. The Board of Directors shall have authority to fix the compensation of directors for services in any capacity, or to allow a fixed sum plus expenses, if any, for attendance at meetings of the Board or of committees designated thereby.

Section 9. Interest of Director in a Transaction. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transactions is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE III

MEETINGS OF THE BOARD

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places, within or without the State of Delaware, or the United States of America, as may from time to time be fixed by the Board or the Chairman.

Section 2. Special Meetings; Notice; Waiver. Special meetings of the Board of Directors may be held at any time and place, within or without the State of Delaware or the United States of America, upon the call of the Chairman of the Board, the President or the Secretary, by oral, telegraphic, electronic or written notice, duly given to or sent or mailed, telefaxed, emailed or otherwise sent by electronic transmission to each director not less than one (1) day before such meeting, unless a shorter period of notice is appropriate under the circumstances. Special meetings shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two directors.

Notice of a special meeting need not be given to any director who submits a waiver of notice (in writing or by electronic submission) whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

A notice, or waiver of notice, need not specify the purpose of any meeting of the Board of Directors.

Section 3. Quorum; Action by the Board; Adjournment. At all meetings of the Board of Directors, one-third of the whole Board shall constitute a quorum for the transaction of business, except that when a Board of one director is authorized, then one director shall constitute a quorum.

The vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board, except as may be otherwise specifically provided by law or by the Certificate of Incorporation or by these By-Laws.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 4. Action Without a Meeting. Action taken by a majority of the directors or members of a committee without a meeting is nevertheless Board or committee action if written consent to the action in question is signed by all the directors or members of the committee, as the case may be, and filed with the minutes of the proceedings of the Board or committee, whether done before or after the action so taken.

Section 5. Action Taken by Conference Telephone. Members of the Board of Directors or any committee of the Corporation may hold and/or participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE IV

OFFICERS

Section 1. Officers. The Board of Directors shall elect a Chairman, President, one or more Vice Presidents, a Secretary and a Treasurer of the Corporation and from time to time may elect or appoint such other officers as it may determine. Any two or more offices may be held by the same person.

Securities of other entities held by the Corporation may be voted by any officer designated by the Board and, in the absence of any such designation, by the Chairman, the President, any Vice President, the Secretary, or the Treasurer.

The Board may require any officer to give security for the faithful performance of his duties.

Section 2. Chairman of the Board. The Chairman of the Board shall preside as chairman of all meetings of directors and stockholders and shall be the chief executive officer of the Corporation, unless otherwise determined by the Board of Directors, with all the rights and powers incident to that position.

Section 3. Vice Chairman of the Board. The Vice Chairman of the Board shall preside as chairman of all meetings of the directors and stockholders whenever the Chairman of the Board is absent and shall perform such other duties as may be prescribed or assigned to him by the Board of Directors or the Chairman.

Section 4. President. The President shall be the chief operating officer of the Corporation, unless otherwise determined by the Board of Directors, with all the rights and powers incident to that position.

Section 5. Vice President. The Vice Presidents shall perform such duties as may be prescribed or assigned to them by the Board of Directors, the Chairman of the Board or the President. In the absence of the President, the first-elected Executive Vice President shall perform the duties of the President. In the event of the refusal or incapacity of the President to function as such, the first-elected Executive Vice President and the other Vice Presidents, in order of their rank, shall so perform the duties of the President; and the order of rank of such other Vice Presidents shall be determined by the designated rank of their offices or, in the absence of such designation, by seniority in the office of Vice President; provided that said order or rank may be established otherwise by action of the Board of Directors from time to time.

Section 6. Treasurer. The Treasurer shall perform all the duties customary to that office, and shall have the care and custody of the funds and securities of the Corporation. He shall at all reasonable times exhibit his books and accounts to any director upon application, and shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

Section 7. Secretary. The Secretary shall act as Secretary of and shall keep the minutes of the meetings of the Board of Directors and of the Stockholders, have the custody of the seal of the Corporation and perform all of the other duties usual to that office.

Section 8. Assistant Treasurer and Assistant Secretary. Any Assistant Treasurer or Assistant Secretary shall perform such duties as may be prescribed or assigned to him by the Board of Directors, the Chairman of the Board or the President. An Assistant Treasurer shall give such bond or bonds for the faithful performance of his duties with such surety or sureties as the Board of Directors from time to time may determine.

Section 9. Term of Office; Removal. Each officer shall hold office for such term as may be prescribed by the Board and may be removed at any time by the Board with or without cause. The removal of an officer without cause shall be without prejudice to his contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

Section 10. Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE V

SHARE CERTIFICATES

Section 1.

(a) Form of Share Certificates. The shares of the Corporation may be represented by certificates, in such form as the Board of Directors may from time to time prescribe, signed by the Chairman of the Board, a Vice Chairman of the Board, the President, an Executive Vice President, or a Vice President, and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer, and shall be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employees. In case any such officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

(b) Book-entry system for share ownership. Notwithstanding the foregoing, the Corporation may issue shares of stock in the form of uncertificated shares. Such uncertificated shares of stock shall be credited to a book entry account maintained by the Corporation (or its designee) on behalf of the stockholder.

(c) Direct Registration Program. Notwithstanding the foregoing, the shares of stock of the Corporation shall be eligible for a Direct Registration Program operated by a clearing agency registered under Section 17A of the Securities Exchange Act of 1934, as amended.

Section 2. Lost Certificates. In case of the loss, theft, mutilation or destruction of a stock certificate, a duplicate certificate will be issued by the Corporation upon notification thereof and receipt of such proper indemnity as shall be prescribed by the Board of Directors in its discretion.

Section 3. Transfer of Shares. The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates, if such shares are represented by certificates, shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued, unless such shares have become uncertificated. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

Section 4. Registered Stockholders. Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions and to vote as such owner, and to hold such person liable for calls and assessments, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification of Actions Other Than by or in the Right of the Corporation. The Corporation (1) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or an officer of the Corporation, and (2) except as otherwise required by Section 3 of this Article, may indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification of Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent of or participant in another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 3. Indemnification Against Expenses. To the extent that a person who is or was a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Limitations on Indemnification. Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections 1 and 2. If, under applicable law, the entitlement to indemnification depends on whether the director, officer, employee or agent has met the appropriate standard of conduct, the burden of proof establishing that such person has not acted in accordance with such standard shall rest with the Corporation and such person shall be presumed to have acted in accordance with such standard unless, based upon a preponderance of the evidence, it shall be determined by a court of competent jurisdiction that such person has not met such standard. In any event, and not as a condition or in limitation of the foregoing, indemnification hereunder shall be made immediately upon the determination that such person has met such standard (1) by a majority vote of directors who were not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of such directors designated by such directors, even though less than a quorum, (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (4) by the stockholders.

Section 5. Advancement of Expenses. Expenses incurred by any person who may have a right of indemnification under this Article in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation pursuant to this Article.

Section 6. Article Not Exclusive of Other Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Certificate of Incorporation, any By-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of or participant in another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article, Section 145 of the General Corporation Law of the State of Delaware or otherwise.

Section 8. Severability. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation and such other appropriate legend as the Board of Directors may from time to time determine.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the twelve months ending December 31 or such other period as may be prescribed by the Board of Directors.

Section 3. Checks and Notes. All checks and demands for money and notes or other instruments evidencing indebtedness or obligations of the Corporation shall be signed by such officer or officers or other person or persons as shall be thereunto authorized from time to time by the Board of Directors.

Section 4. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, and requirements of law may be declared from time to time by the Board of Directors of the Corporation at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock of the Corporation or its subsidiaries, subject to the provisions of the Certificate of Incorporation.

ARTICLE VIII

FORUM FOR ADJUDICATION OF DISPUTES

Section 1. Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or (d) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article.

ARTICLE IX

AMENDMENTS

Section 1. Power to Amend. By-laws of the Corporation may be adopted, amended or repealed by the Board of Directors, and also shall be subject to amendment or repeal by the stockholders entitled to vote thereon.

Exhibit 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333- 112482, No. 333-170713 and No. 333- 174614) of our report dated April 14, 2015, with respect to the combined statements of assets acquired and liabilities assumed as of December 31, 2014 and 2013, the related combined statements of net revenues and direct operating expenses for each of the three years in the period ended December 31, 2014, and the related notes to the combined abbreviated financial statements of KO Energy, a business of The Coca-Cola Company, included in this Current Report on Form 8-K of Monster Beverage Corporation.

/s/ Ernst & Young LLP
Atlanta, Georgia
June 17, 2015

Exhibit 99.1

INDEX TO FINANCIAL STATEMENTS

Report of Independent Auditors

The Board of Directors of The Coca-Cola Company

We have audited the accompanying combined abbreviated financial statements of KO Energy, a business of The Coca-Cola Company, which comprises the combined statements of assets acquired and liabilities assumed as of December 31, 2014 and 2013, the related combined statements of net revenues and direct operating expenses for each of the three years in the period ended December 31, 2014, and the related notes to the combined abbreviated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined statements of assets acquired and liabilities assumed of KO Energy at December 31, 2014 and 2013, and the related combined statements of net revenues and direct operating expenses for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles.

Emphasis of Matter

As described in Note 1, the combined abbreviated financial statements have been prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission and are not intended to be a complete presentation of KO Energy's assets, liabilities, revenues and expenses. Our opinion is not modified with respect to this matter.

/s/ Ernst & Young, LLP

Atlanta, Georgia
April 14, 2015

KO ENERGY
(A BUSINESS OF THE COCA-COLA COMPANY)
COMBINED STATEMENTS OF NET REVENUES AND DIRECT OPERATING EXPENSES

Year Ended December 31, (In thousands)	2014	2013	2012
NET REVENUES	**$ 342,432**	$ 330,076	$ 359,096
Cost of goods sold	**38,474**	37,777	46,408
GROSS PROFIT	**303,958**	292,299	312,688
Selling, general and administrative expenses	**85,502**	108,536	121,761
NET REVENUES IN EXCESS OF DIRECT OPERATING EXPENSES	**$ 218,456**	$ 183,763	$ 190,927

The accompanying notes are an integral part of these combined abbreviated financial statements.

KO ENERGY
(A BUSINESS OF THE COCA-COLA COMPANY)
COMBINED STATEMENTS OF ASSETS ACQUIRED AND LIABILITIES ASSUMED

December 31, (In thousands)	2014	2013
ASSETS ACQUIRED		
CURRENT ASSETS		
Inventories	**$ 6,428**	$ 5,266
Prepaid expenses	**822**	832
TOTAL CURRENT ASSETS	**7,250**	6,098
Intangible assets	**43,333**	43,333
TOTAL ASSETS	**50,583**	49,431
LIABILITIES ASSUMED		
Accounts payable	**3,052**	1,539
NET ASSETS ACQUIRED AND LIABILITIES ASSUMED	**$ 47,531**	$ 47,892

The accompanying notes are an integral part of these combined abbreviated financial statements.

KO ENERGY
(A BUSINESS OF THE COCA-COLA COMPANY)
NOTES TO COMBINED ABBREVIATED FINANCIAL STATEMENTS
(In thousands, unless otherwise stated)

NOTE 1: DESCRIPTION OF TRANSACTION, DESCRIPTION OF THE BUSINESS, AND BASIS OF PRESENTATION

Description of Transaction

On August 14, 2014, The Coca-Cola Company ("Company" or "KO") and Monster Beverage Corporation ("Monster") entered into definitive agreements contemplating a long-term strategic relationship in the global energy drink category. Subject to the terms and conditions of the agreements, upon the closing of the transaction (1) the Company will acquire newly issued shares of Monster common stock representing approximately 16.7 percent of the outstanding shares of Monster common stock (after giving effect to the new issuance) and will be entitled to appoint two directors to Monster's Board of Directors for a specified period; (2) the Company will transfer all of its rights in and to its global energy drink business ("KO Energy" or the "Business", discussed further below) to Monster, and Monster will transfer all of its rights in and to its non-energy drink business (including Hansen's Natural Sodas, Peace Tea, Hubert's Lemonade and Hansen's Juice Products) to the Company; and (3) the parties will amend the distribution coordination agreements currently existing between them to govern the transition of third parties' rights to distribute Monster's energy products in most territories in the U.S. to members of TCCC's distribution network, which consists of Company-owned or -controlled bottlers/distributors and independent bottling/distribution partners. Upon closing, the Company and/or one or more of its subsidiaries will make an aggregate net cash payment of $2.15 billion to Monster, of which up to $625.0 million will be held in escrow, subject to release upon achievement of milestones relating to the transfer of distribution rights to TCCC's distribution network. The closing of the proposed transaction is subject to customary closing conditions and is expected to close in the second quarter of 2015.

Description of the Business

The Coca-Cola Company is the world's largest beverage company, which owns or licenses and markets more than 500 nonalcoholic beverage brands, primarily sparkling beverages but also a variety of still beverages such as waters, enhanced waters, juices and juice drinks, ready-to-drink teas and coffees, and energy and sports drinks. Finished beverage products bearing the Company's trademarks are now sold in more than 200 countries. The Company makes its branded beverage products available to consumers throughout the world through its network of Company-owned or -controlled bottling and distribution operations as well as independent bottling partners, distributors, wholesalers and retailers—the world's largest beverage distribution system.

KO Energy markets, manufactures, and sells concentrates and/or beverage bases necessary for the production of its finished energy drinks, which include, but are not limited to, NOS, Full Throttle, Burn, Mother, Play and Power Play, and Relentless. KO Energy's products are distributed in over 100 countries, generally led by one or two brands in each country. KO Energy's concentrates and/or beverage bases are manufactured at several KO facilities worldwide, none of which will be transferred to Monster in the transaction.

NOTE 1: DESCRIPTION OF TRANSACTION, DESCRIPTION OF THE BUSINESS, AND BASIS OF PRESENTATION (Continued)

Basis of Presentation

In these combined abbreviated financial statements, the terms "we," "us" and "our" mean KO Energy. The accompanying combined statements of assets acquired and liabilities assumed and the related combined statements of net revenues and direct operating expenses of KO Energy are derived from KO's historical accounting records, which are maintained in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). These combined abbreviated financial statements are not intended to be a complete presentation and are not necessarily indicative of the financial position or results of operations that would have been achieved if KO Energy had operated as a separate, stand-alone entity as of or during any of the periods presented nor are they indicative of the financial condition or results going forward due to the changes in the business and the omission of certain operating expenses, as described below. Certain centrally provided services which are shared by KO's business units, corporate functions, and other areas of KO are not tracked or monitored in a manner that would enable the development of full financial statements required by Rule 3-05 of Regulation S-X. Such centrally provided service costs include, but are not limited to, sales and marketing, finance, supply chain management, information technology, human resources, and benefit support services. As such, it is not possible to provide a meaningful allocation of business unit and corporate costs, interest or tax and only costs directly related to the revenue-generating activities of KO Energy are included in these combined abbreviated financial statements.

The combined statements of assets acquired and liabilities assumed includes only the specific assets and liabilities related to KO Energy that will be acquired by Monster in accordance with the definitive agreements, which includes assets and liabilities exclusively related to or used in the KO Energy business. Items such as cash, accounts receivable, property, plant and equipment, income tax assets and liabilities, and accrued liabilities are excluded from the transaction. The inventory balance reflects only raw materials and finished goods that are unique to the energy brands, and does not include common ingredients or packaging used by KO Energy products and other KO beverage products as these common ingredients and packaging are not being acquired by Monster. Accounts payable specific to KO Energy inventory are not separately managed and, as such, were estimated by comparing KO Energy's payment terms with suppliers to the unique KO Energy ingredients on hand. Prepaid expenses represent balances specific to KO Energy that will be acquired by Monster. Intangible assets represent trademarks and intellectual property specific to KO Energy that will be acquired by Monster.

The combined statements of net revenues and direct operating expenses includes the net revenues and direct operating expenses directly attributable to the generation of revenues to Company-owned or -controlled, as well as independent bottlers (e.g. marketing, manufacturing and selling of concentrates and/or beverage bases necessary for the production of finished energy beverages of KO Energy by bottlers). Cost of goods sold is based on the standard costs of the actual products sold with directly related manufacturing variances as well as an allocation of labor and overhead variances based on the proportion of KO Energy's unit case volume to the full KO unit case volume in the geographic area that the costs were incurred. Marketing expenses included as deductions from revenue and in selling, general and administrative expenses are primarily comprised of campaigns directly related to KO Energy brands. For campaigns not solely related to a single brand, the related marketing expenses were

NOTE 1: DESCRIPTION OF TRANSACTION, DESCRIPTION OF THE BUSINESS, AND BASIS OF PRESENTATION (Continued)

allocated using an estimate of the proportion of marketing dollars spent for KO Energy brands to the total marketing spend for that particular campaign. Compensation expense for the dedicated employees that may be transferred to Monster, including a consistent estimate for benefits irrespective of the employee location, is included in selling, general and administrative expenses. Allocations of other selling, general and administrative expenses directly related to KO Energy are based on the proportion of KO Energy's unit case volume to the full KO unit case volume in the geographic area that the costs were incurred. As used in these combined abbreviated financial statements, "unit case" means a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings); and "unit case volume" means the number of unit cases (or unit case equivalents) of KO beverage products directly or indirectly sold to customers by Company-owned or -controlled, as well as independent bottlers. The combined statements of net revenues and direct operating expenses exclude the cost of general corporate activities, corporate level overhead, interest expense and income taxes. Future results of operations and financial position could differ materially from the historical amounts presented herein.

Statements of cash flows and statements of shareowners' equity are not presented as Monster did not acquire all of the assets nor assume all of the liabilities of KO Energy and the preparation of such statements is not meaningful. All cash flow requirements of KO Energy were funded by KO, and cash management functions were not performed at the KO Energy business level. Therefore, it is impracticable to present a statement of cash flows, including cash flows from operating, investing and financing activities, as KO Energy did not maintain cash balances of that nature.

Recently Issued Accounting Guidance

In April 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. Under ASU 2014-08, only disposals representing a strategic shift in operations should be presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Additionally, ASU 2014-08 requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income and expenses of discontinued operations. ASU 2014-08 is effective for fiscal and interim periods beginning on or after December 15, 2014. The adoption of ASU 2014-08 will not impact our combined abbreviated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*, which will replace most existing revenue recognition guidance in U.S. GAAP and is intended to improve and converge with international standards the financial reporting requirements for revenue from contracts with customers. The core principle of ASU 2014-09 is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. ASU 2014-09 also requires additional disclosures about the nature, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments. ASU 2014-09 allows for both retrospective and prospective methods of adoption and is effective for periods beginning after December 15, 2016. In April 2015, the FASB

NOTE 1: DESCRIPTION OF TRANSACTION, DESCRIPTION OF THE BUSINESS, AND BASIS OF PRESENTATION (Continued)

proposed to defer the effective date of the ASU by one year, however early adoption as of the original effective date would be permitted. We are currently evaluating the impact that the adoption of ASU 2014-09 will have on our combined abbreviated financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect amounts reported in the statements and accompanying notes. Actual results could differ from these estimates.

Revenue Recognition

Revenue included in the combined statements of net revenues and direct operating expenses include only sales of our concentrate and beverage bases used by our bottlers to make our finished products. We recognize revenue when persuasive evidence of an arrangement exists, delivery of products has occurred, the sales price charged is fixed or determinable, and collectibility is reasonably assured. For KO Energy, this generally means that we recognize revenue when title to our products is transferred to our customers. In particular, title usually transfers upon shipment to or receipt at our customers' locations, as determined by the specific sales terms of the transactions. Our sales terms do not allow for a right of return except for matters related to any manufacturing defects on our part.

Deductions from Revenue

Our customers can earn certain incentives including, but not limited to, cash discounts, funds for promotional and marketing activities, volume based incentive programs and support for infrastructure programs. The costs associated with these incentives are included in deductions from revenue, a component of net revenues in our combined statements of net revenues and direct operating expenses. For customer incentives that must be earned, management must make estimates related to the contractual terms, customer performance and sales volume to determine the total amounts earned and to be recorded in deductions from revenue. In making these estimates, management considers past results. The actual amounts ultimately paid may be different from our estimates.

In some situations, the Business may determine it to be advantageous to make advance payments to specific customers to fund certain marketing activities intended to generate profitable volume and/or invest in infrastructure programs with our bottlers that are directed at strengthening our bottling system and increasing unit case volume. The Business also makes advance payments to certain customers for distribution rights. The advance payments made to customers may be capitalized and reported in the line item prepaid expenses in our combined statements of assets acquired and liabilities assumed. The assets are amortized over the applicable periods and included in deductions from revenue. The duration of these agreements typically ranges from 4 to 10 years.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

KO Energy expenses production costs of print, radio, television and other advertisements as of the first date the advertisements take place. All other marketing expenditures are expensed in the annual period in which the expenditure is incurred. Advertising costs included in the line item selling, general and administrative expenses in our combined statements of net revenues and direct operating expenses were $58,725, $74,092 and $80,558 in 2014, 2013 and 2012, respectively. The prepaid expenses in our combined statements of assets acquired and liabilities assumed primarily represent advertising and production costs.

For interim reporting purposes, we allocate our estimated full year marketing expenditures that benefit multiple interim periods to each of our interim reporting periods. We use the proportion of each interim period's actual unit case volume to the estimated full year unit case volume as the basis for the allocation. This methodology results in our marketing expenditures being recognized at a standard rate per unit case. At the end of each interim reporting period, we review our estimated full year unit case volume and our estimated full year marketing expenditures in order to evaluate if a change in estimate is necessary. The impact of any changes in these full year estimates is recognized in the interim period in which the change in estimate occurs. Our full year marketing expenditures are not impacted by this interim accounting policy.

Inventories

Inventories consist primarily of raw materials and finished goods (which include concentrates and syrups). Inventories are valued at the lower of cost or market. We determine cost on the basis of the average cost or first-in, first-out methods. Refer to Note 3.

Property, Plant and Equipment

Property, plant and equipment will not be transferred to Monster and thus are not presented in our combined statements of assets acquired and liabilities assumed, but the costs generated by property, plant and equipment to produce KO Energy products was allocated into the combined statements of net revenues and direct operating expenses as discussed in Note 1 as they are directly related to the revenue generating activities of KO Energy. Allocated depreciation expense was approximately $69, $140 and $124 for the years ended December 31, 2014, 2013 and 2012, respectively.

Repair and maintenance costs that do not improve service potential or extend economic life are expensed as incurred. Depreciation is recorded principally by the straight-line method over the estimated useful lives of our assets, which are reviewed periodically and generally have the following ranges: buildings and improvements: 40 years or less; and machinery, equipment and vehicle fleet: 20 years or less. Land is not depreciated, and construction in progress is not depreciated until ready for service. Leasehold improvements are amortized using the straight-line method over the shorter of the remaining lease term, including renewals that are deemed to be reasonably assured, or the estimated useful life of the improvement. Depreciation is not recorded during the period in which a long-lived asset or disposal group is classified as held for sale, even if the asset or disposal group continues to generate revenue during the period.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Certain events or changes in circumstances may indicate that the recoverability of the carrying amount of property, plant and equipment should be assessed, including, among others, a significant decrease in market value, a significant change in the business climate in a particular market, or a current period operating or cash flow loss combined with historical losses or projected future losses. When such events or changes in circumstances are present, we estimate the future cash flows expected to result from the use of the asset (or asset group) and its eventual disposition. These estimated future cash flows are consistent with those we use in our internal planning. If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount, we recognize an impairment loss. The impairment loss recognized is the amount by which the carrying amount exceeds the fair value. We use a variety of methodologies to determine the fair value of property, plant and equipment, including appraisals and discounted cash flow models, which are consistent with the assumptions we believe hypothetical marketplace participants would use.

Trademarks

The intangible assets included in our accompanying combined statements of assets acquired and liabilities assumed relate to trademarks and intellectual property specific to KO Energy and do not therefore include any allocated balances. There is no goodwill directly attributable to KO Energy. The trademarks are classified as intangible assets with indefinite lives not subject to amortization. The net carrying value of the trademarks was $43,333 as of December 31, 2014 and 2013.

We test intangible assets determined to have indefinite useful lives, including trademarks, for impairment annually, or more frequently if events or circumstances indicate that assets might be impaired. We perform these annual impairment reviews as of the first day of our third fiscal quarter. We use a variety of methodologies in conducting impairment assessments of indefinite-lived intangible assets, including, but not limited to, discounted cash flow models, which are based on the assumptions we believe hypothetical marketplace participants would use. For indefinite-lived intangible assets, other than goodwill, if the carrying amount exceeds the fair value, an impairment charge is recognized in an amount equal to that excess.

There were no impairment charges recognized for the years ended December 31, 2014, 2013 and 2012.

Contingencies

KO Energy is involved in various legal proceedings and tax matters. Due to their nature, such legal proceedings and tax matters involve inherent uncertainties including, but not limited to, court rulings, negotiations between affected parties and governmental actions. Management assesses the probability of loss for such contingencies and accrues a liability and/or discloses the relevant circumstances, as appropriate. Any outstanding legal proceedings and tax matters are not being acquired by Monster.

Translation and Remeasurement

The assets and liabilities of foreign operations are translated from their respective functional currencies to U.S. dollars at the appropriate spot rates as of the balance sheet date. Monetary assets

(In thousands, unless otherwise stated)

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

and liabilities denominated in a currency that is different from an operation's functional currency must first be remeasured from the applicable currency to the operation's functional currency. Generally, foreign operations use the local currency as their functional currency. Income statement accounts are translated using the monthly average exchange rates during the year.

NOTE 3: INVENTORIES

Inventories consist primarily of raw materials and finished goods (which include concentrates and syrups). Inventories are valued at the lower of cost or market. We determine cost on the basis of the average cost or first-in, first-out methods. Inventories consisted of the following:

December 31,	2014	2013
Raw materials	**$ 2,366**	$ 1,712
Finished goods	**4,062**	3,554
TOTAL INVENTORIES	**$ 6,428**	$ 5,266

NOTE 4: SIGNIFICANT CUSTOMERS

The significant customers representing 10% or more of unit case sales volume and their respective unit case volume as a percentage of KO Energy total unit case sales volume are presented below for the twelve months ended December 31, 2014, 2013 and 2012:

December 31,	2014	2013	2012
Coca-Cola Refreshments	**23.3%**	23.5%	23.6%
Coca-Cola HBC AG	**12.8%**	14.3%	14.4%
Coca-Cola Enterprises, Inc.	**11.3%**	11.7%	11.9%
Coca-Cola Amatil Limited	**10.1%**	9.8%	10.0%

NOTE 5: RELATED PARTY TRANSACTIONS

The Business sold $163,031, $148,343 and $150,178 of products to various consolidated KO affiliates during the years ended December 31, 2014, 2013 and 2012, respectively. Net sales to equity method investees were estimated at $130,306, $132,057 and $146,148 during the years ended December 31, 2014, 2013 and 2012, respectively, by comparing the unit case sales volume of KO Energy drinks sold by equity method investees with the total KO Energy brand unit case sales volume.

NOTE 6: SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 14, 2015, the date the combined abbreviated financial statements were issued. There are no subsequent events which have not been disclosed in these combined abbreviated financial statements.

Exhibit 99.2

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION*

On August 14, 2014, TCCC and Old Monster entered into definitive agreements contemplating a long-term strategic relationship in the global energy drink category. Subject to the terms and conditions of the agreements, upon the closing of the Transactions, among other things, (1) TCCC will acquire newly issued New Monster common shares representing approximately 16.7% of the total number of outstanding New Monster common shares (giving effect to such issuance) and TCCC will be entitled to appoint two directors to New Monster's Board of Directors for a specified period, (2) TCCC will transfer all of its rights in and to KO Energy to New Monster, and Old Monster will transfer all of its rights in and to Monster Non-Energy to TCCC, (3) TCCC and Old Monster will amend the distribution coordination agreements currently existing between them to govern the transition of third parties' rights to distribute the Company's energy products in most territories in the U.S. to members of TCCC's distribution network, which consists of owned or controlled bottlers/distributors and independent bottling/distribution partners, and (4) TCCC and/or one or more of its subsidiaries will make an aggregate net cash payment to New Monster and/or Old Monster of $2.15 billion, of which up to $625.0 million will be held in escrow (the "Escrow Agreement"), subject to release upon achievement of milestones relating to the transfer of distribution rights to TCCC's distribution network, as described in the Prospectus under the section entitled "Terms of the Transactions—Other Agreements—Escrow Agreement."

TCCC is contractually obligated to authorize payment to New Monster of the funds in escrow upon achievement of the milestones referred to above. As of April 6, 2015, distribution rights in the U.S. representing approximately 84% of the target case sales have been transitioned to TCCC's distribution network. In addition, the Company has sent notices of termination representing an additional 5% of the affected third-party distributors, and the associated distribution rights for those territories will be transitioned to TCCC's distribution network effective as of May 11, 2015. As a result, it is anticipated that $125 million will be held in escrow at the closing, with the remaining $500 million to be paid to the Company at closing. The Company expects to commence steps to transition at least another 6% following the closing of the Transactions, which will, in due course, result in the release of all remaining amounts held in escrow. Therefore, Old Monster believes that achievement of the milestones is probable.

For purposes of this unaudited pro forma condensed combined financial information and the related notes, references to "the Company" will be deemed to be references to Old Monster or New Monster, as applicable.

The following unaudited pro forma condensed combined financial statements are based on the historical consolidated financial statements of the Company and the historical combined abbreviated financial statements of KO Energy after giving effect to the Transactions and applying the assumptions described in the accompanying notes. The unaudited pro forma condensed combined balance sheet is presented as if the Transactions had occurred on December 31, 2014, plus pro forma adjustments. The unaudited pro forma condensed combined statement of income for the twelve-months ended December 31, 2014 is presented as if the Transactions had occurred on January 1, 2014.

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* Defined terms used but not otherwise defined herein have the meanings ascribed to such terms in the Prospectus filed pursuant to Rule 424(b)(3) by New Laser Corporation and dated May 11, 2015 (the "Prospectus"), File No. 333-201839.

The audited historical combined abbreviated financial statements of KO Energy include only statements of assets acquired and liabilities assumed and combined statements of net revenues and direct operating expenses, rather than audited full "carve-out" financial statements, because such audited full carve-out financial statements would not be meaningful given that it is not possible to provide a meaningful allocation of business unit and corporate costs, interest or tax in respect of the KO Energy business and any estimates of those amounts with respect to the pre-acquisition period would be derived from TCCC's cost structure whereas the KO Energy business will be integrated into the Company's energy business and subject to the Company's cost structure following the Transactions.

The unaudited pro forma condensed combined financial information is presented for information purposes only and is not intended to represent or be indicative of the combined results of operation or financial position that the Company would have reported had the Transactions been completed as of the date and for the periods presented, and should not be taken as representative of the Company's consolidated results of operations or financial condition following completion of the Transactions. In addition, the unaudited pro forma condensed combined financial information is not intended to project the future financial position or results of operation of the combined company. There were no material transactions between KO Energy and the Company during the periods presented that are required to be eliminated.

The unaudited pro forma combined financial information does not reflect any cost savings, operational synergies or revenue enhancements that the combined company may achieve as a result of the Transactions or the costs to combine the operations or the costs necessary to achieve cost savings, operating synergies and revenue enhancements.

The unaudited pro forma condensed combined financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP"). The fair value allocation of the consideration given and received in connection with the Transactions will be determined in accordance with Financial Accounting Standards Board (the "FASB") Accounting Standards Codification ("ASC") 805 "Business Combinations," The fair value analysis has yet to progress to a stage where there is sufficient information for a definitive measurement of the Transactions' respective fair values which include the fair value of Monster Non-Energy, KO Energy and the expanded U.S. distribution rights transferred to TCCC's distribution network, including the various related intangible assets. Accordingly, the Transactions' respective fair value allocation is preliminary and is based on valuations derived from estimated fair value assumptions used by management. Following the effective date of the Transactions, the Company expects to complete its fair value analysis at the level of detail necessary to finalize the underlying fair value allocations. Any differences between the Transactions' respective fair value allocations and the preliminary management estimates may differ materially and potentially have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the combined company's future results of operations and financial position.

The accompanying unaudited pro forma condensed financial statements should be read in conjunction with (a) the accompanying notes to the unaudited pro forma condensed combined financial statements, (b) KO Energy's historical combined abbreviated financial statements and notes thereto, and (c) the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF DECEMBER 31, 2014
(In Thousands, Except Par Value)

			Pro Forma Adjustments (Note 4)				
	Monster Historical	KO Energy Historical	Disposal of Monster Non-Energy		Other		Pro Forma Combined
ASSETS							
CURRENT ASSETS:							
Cash and cash equivalents	$ 370,323	$ —	$ 200,037	4A	$ 1,324,963	4A	$ 1,895,323
Short-term investments	781,134	—	—		—		781,134
Accounts receivable, net	280,203	—	—		—		280,203
KO Transaction receivables	—	—	—		625,000	4B	625,000
Distributor receivables	552	—	—		—		552
Inventories	174,573	6,428	(22,080)	4C	—		158,921
Prepaid expenses and other current assets	19,673	822	—		—		20,495
Intangibles held-for-sale	18,079	—	(18,079)	4D	—		—
Prepaid income taxes	8,617	—	—		—		8,617
Deferred income taxes	40,275	—	—		—		40,275
Total current assets	1,693,429	7,250	159,878		1,949,963		3,810,520
INVESTMENTS	42,940	—	—		—		42,940
PROPERTY AND EQUIPMENT, net	90,156	—	—		—		90,156
DEFERRED INCOME TAXES	54,106	—	—		208,605	4E	262,711
INTANGIBLES, net	50,748	43,333	—		1,560,934	4F	1,655,015
OTHER ASSETS	7,496	—	—		—		7,496
Total Assets	$ 1,938,875	$ 50,583	$ 159,878		$ 3,719,502		$ 5,868,838
LIABILITIES AND STOCKHOLDERS' EQUITY							
CURRENT LIABILITIES:							
Accounts payable	$ 127,641	$ 3,052	$ —		$ —		$ 130,693
Accrued liabilities	40,271	—	—		293,500	4G	333,771
Accrued promotional allowances	114,047	—	—		—		114,047
Deferred revenue	49,926	—	—		(23,167)	4I	26,759
Accrued compensation	17,983	—	—		—		17,983
Income taxes payable	5,848	—	61,553	4H	115,500	4H	182,901
Total current liabilities	355,716	3,052	61,553		385,833		806,154
DEFERRED REVENUE	68,009	—	—		285,053	4I	353,062
STOCKHOLDERS' EQUITY:							
Common stock	1,035	—	—		170	4J	1,205
Additional paid-in capital	426,145	—	—		3,258,203	4K	3,684,348
Retained earnings	2,330,510	47,531	4L 98,325	4L	(209,757)	4L	2,266,609
Accumulated other comprehensive loss	(11,453)	—	—		—		(11,453)
Common stock in treasury, at cost	(1,231,087)	—	—		—		(1,231,087)
Total stockholders' equity	1,515,150	47,531	98,325		3,048,616		4,709,622
Total Liabilities and Stockholders' Equity	$ 1,938,875	$ 50,583	$ 159,878		$ 3,719,502		$ 5,868,838

See accompanying notes to unaudited pro forma condensed combined financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
FOR THE TWELVE-MONTHS ENDED DECEMBER 31, 2014
(In Thousands, Except Per Share Amounts)

	Monster Historical	KO Energy Historical	Pro Forma Adjustments (Note 4) Disposal of Monster Non-Energy		Other		Pro Forma Combined
NET SALES	$ 2,464,867	$ 342,432	$ (150,374)	4M	$ 15,003	4M	$ 2,671,928
COST OF SALES	1,125,057	38,474	(117,084)	4N	—		1,046,447
GROSS PROFIT	1,339,810	303,958	(33,290)		15,003		1,625,481
OPERATING EXPENSES	592,305	85,502	(25,728)	4O	26,046	4O	678,125
OPERATING INCOME	747,505	218,456	(7,562)		(11,043)		947,356
OTHER (EXPENSE) INCOME:							
Interest and other (expense) income, net	(1,676)	—	—		—		(1,676)
(Loss) gain on investments and put options, net	(41)	—	—		—		(41)
Total other (expense) income	(1,717)	—	—		—		(1,717)
INCOME BEFORE PROVISION FOR INCOME TAXES	745,788	218,456	(7,562)		(11,043)		945,639
PROVISION FOR INCOME TAXES	262,603	—	(2,911)	4P	81,711	4P	341,403
NET INCOME	$ 483,185	$ 218,456	$ (4,651)		$ (92,754)		$ 604,236
NET INCOME PER COMMON SHARE:							
Basic	$ 2.89						$ 3.00
Diluted	$ 2.77						$ 2.90
WEIGHTED AVERAGE NUMBER OF SHARES OF COMMON STOCK AND COMMON STOCK EQUIVALENTS:							
Basic	167,257				34,000	4Q	201,257
Diluted	174,285				34,000	4Q	208,285

See accompanying notes to unaudited pro forma condensed combined financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS
(In Thousands, Except Per Share Amounts)

1. DESCRIPTION OF TRANSACTION

On August 14, 2014, TCCC and Old Monster entered into definitive agreements contemplating a long-term strategic relationship in the global energy drink category. Subject to the terms and conditions of the agreements, upon the closing of the Transactions, among other things, (1) TCCC will acquire newly issued New Monster common shares representing approximately 16.7% of the total number of outstanding New Monster common shares (giving effect to such issuance) and TCCC will be entitled to appoint two directors to New Monster's Board of Directors for a specified period, (2) TCCC will transfer all of its rights in and to KO Energy to New Monster, and Old Monster will transfer all of its rights in and to Monster Non-Energy to TCCC, (3) TCCC and Old Monster will amend the distribution coordination agreements currently existing between them to govern the transition of third parties' rights to distribute the Company's energy products in most territories in the U.S. to members of TCCC's distribution network, which consists of owned or controlled bottlers/distributors and independent bottling/distribution partners, and (4) TCCC and/or one or more of its subsidiaries will make an aggregate net cash payment to New Monster and/or Old Monster of $2.15 billion, of which up to $625.0 million will be held in escrow, subject to release upon achievement of milestones relating to the transfer of distribution rights to TCCC's distribution network, as described in the Prospectus under the section entitled "Terms of the Transactions—Other Agreements—Escrow Agreement."

TCCC is contractually obligated to authorize payment to New Monster of the funds in escrow upon achievement of the milestones referred to above. In addition, the Company has sent notices of termination representing an additional 5% of the affected third-party distributors, and the associated distribution rights for those territories will be transitioned to TCCC's distribution network effective as of May 11, 2015. As of April 6, 2015, distribution rights in the U.S. representing approximately 84% of the target case sales have been transitioned to TCCC's distribution network. As a result, it is anticipated that $125 million will be held in escrow at the closing, with the remaining $500 million to be paid to the Company at closing. The Company expects to commence steps to transition at least another 6% following the closing of the Transactions, which will, in due course, result in the release of all remaining amounts held in escrow. Therefore, Old Monster believes that achievement of the milestones is probable.

2. BASIS OF PRO FORMA PRESENTATION

The unaudited pro forma condensed combined financial statements are based on the historical consolidated financial statements of the Company after giving effect to the Transactions and applying the assumptions described in the accompanying notes. The unaudited pro forma condensed combined balance sheet is presented as if the Transactions had occurred on December 31, 2014. The unaudited pro forma condensed combined statement of income for the twelve-months ended December 31, 2014 is presented as if the Transactions had occurred on January 1, 2014.

The audited historical combined abbreviated financial statements of KO Energy include only statements of assets acquired and liabilities assumed, and combined statements of net revenues and direct operating expenses, rather than audited full "carve-out" financial statements, because such audited full carve-out financial statements would not be meaningful given that it is not possible to provide a meaningful allocation of business unit and corporate costs, interest or tax in respect to KO Energy and any estimates of those amounts with respect to the pre-acquisition period would be derived from TCCC's cost structure whereas KO Energy will be integrated into the Company's energy business

2. BASIS OF PRO FORMA PRESENTATION (Continued)

and subject to the Company's cost structure following the Transactions. All cash flow requirements of KO Energy were funded by KO, and cash management functions were not performed at the KO Energy business level. Therefore, it is impracticable to present a statement of cash flows, including cash flows from operating, investing and financing activities, as KO Energy did not maintain cash balances of that nature.

The unaudited pro forma condensed combined financial information is presented for information purposes only and is not intended to represent or be indicative of the combined results of operation or financial position that the Company would have reported had the Transactions been completed as of the date and for the periods presented, and should not be taken as representative of the Company's consolidated results of operations or financial condition following completion of the Transactions. In addition, the unaudited pro forma condensed combined financial information is not intended to project the future financial position or results of operation of the combined company. There were no material transactions between KO Energy and the Company during the periods presented that are required to be eliminated.

The unaudited pro forma combined financial information does not reflect any cost savings, operational synergies or revenue enhancements that the combined company may achieve as a result of the Transactions or the costs to combine the operations or the costs necessary to achieve cost savings, operating synergies and revenue enhancements.

The unaudited pro forma condensed combined financial statements have been prepared in accordance with GAAP. The fair value of the consideration given and received in connection with the Transactions will be determined in accordance with FASB ASC 820 "Fair Value Measurement." The fair value analysis has yet to progress to a stage where there is sufficient information for a definitive measurement of the Transactions' respective fair values which include, the fair value of Monster Non-Energy, KO Energy and the expanded U.S. distribution rights transferred to TCCC's distribution network, including the various related intangible assets. Accordingly, the Transactions' respective fair value allocation is preliminary and is based on valuations derived from estimated fair value assumptions used by management. Following the effective date of the Transactions, the Company expects to complete its fair value analysis at the level of detail necessary to finalize the underlying fair value allocations. Any differences between the Transactions' respective fair value allocations and the preliminary management estimates may differ materially and potentially have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the combined company's future results of operations and financial position.

In accordance with Rule 11-02(b)(5) of Regulation S-X, the unaudited pro forma condensed combined statement of income for the twelve-months ended December 31, 2014 does not include the following estimated nonrecurring charges, credits and related tax effects resulting directly from the

(In Thousands, Except Per Share Amounts)

2. BASIS OF PRO FORMA PRESENTATION (Continued)

Transactions. These items will be included in the Company's consolidated financial statements within the 12 months succeeding the completion of the Transactions.

Gain on sale of Monster Non-Energy	$	159,878
Distributor termination expense		(280,000)
Acceleration of deferred revenue associated with certain terminated distributors		38,169
Estimated transaction expenses subsequent to December 31, 2014		(13,500)
Provision for income taxes		31,552
Total	$	(63,901)

The Company will recognize a gain on the sale of Monster Non-Energy equal to the difference between the $200.0 million fair value sales price received and the $40.2 million net book value of Monster Non-Energy. Any differences between the final fair value sales price received and the preliminary management estimates would affect the gain recognized by the Company. If the final fair value sales price received should increase or decrease by 10%, the total gain recognized on the sale of Monster Non- Energy would be approximately $179.8 million and $139.8 million, respectively.

The Company will incur termination expenses to certain distributors terminated as part of the expanded U.S. distribution rights transferred to TCCC's distribution network. The distributor termination expenses have been estimated, taking into account the Company's contractual obligations under the termination provisions of the applicable distribution agreements. In addition, the Company will recognize into income the unamortized portion of deferred revenue associated with these certain terminated distributors.

For purposes of these nonrecurring charges and credits, a combined U.S. Federal and state statutory tax rate of 38.5% has been used. This rate does not reflect the Company's expected effective tax rate, which will include other tax charges and benefits. The provision for income taxes reflects the disallowance of certain non-deductible transaction costs.

(In Thousands, Except Per Share Amounts)

3. PRELIMINARY TRANSACTION CONSIDERATION ALLOCATION

The following table summarizes the preliminary Transaction consideration allocation:

	Identifiable Assets Acquired and Liabilities Assumed	Consideration Transferred
Equity issued to TCCC for cash (22.3 million shares issued)	$ —	$ 1,649,908
Equity issued to TCCC for KO Energy (11.7 million shares issued)	—	1,608,465
KO Energy Intangibles—Trademarks (non-amortizing)	354,700	—
KO Energy Intangibles—Customer Relationships (amortizing)	32,350	—
KO Energy Intangibles—Other (non-amortizing)	12,900	—
KO Energy inventories	6,428	—
KO Energy prepaid expenses and other current assets	822	—
KO Energy accounts payable	(3,052)	—
Goodwill	1,204,317	—
New and Amended U.S. Distribution Rights transferred to TCCC's distribution network	—	300,055
Monster Non-Energy Business transferred to TCCC	—	200,037
Cash and escrow receivable	2,150,000	—
Total	$ 3,758,465	$ 3,758,465

The book value of the KO Energy inventories, prepaid expenses and other current assets and accounts payable approximate fair value.

The Company has determined goodwill in accordance with ASC 805-30-30-1, *Business Combinations,* which requires the recognition of goodwill for excess of the aggregate consideration over the net of the acquisition-date amounts of the identifiable assets acquired and liabilities assumed.

The goodwill recorded as part of the Transactions is not deductible for tax purposes. The goodwill includes access to new geographies, access to new sales channels, including vending and specialty accounts. as well as the opportunity for supply chain optimization.

The Company determined the estimated fair values of KO Energy Trademarks, Customer Relationships and Other intangibles as follows:

1. Trademarks—valued using the relief from royalty method. Royalty rates for the different brands were selected based on brand strength and profitability.

2. Customer Relationships—valued using the with- and-without method assuming that the customer relationships could be rebuilt over a one-year period.

3. Other (Trade Secrets/Formulas)—valued using the cost savings method.

3. PRELIMINARY TRANSACTION CONSIDERATION ALLOCATION (Continued)

The Company determined the estimated fair value of the "New and Amended U.S. Distribution Rights" transferred to TCCC's distribution network using the discounted cash flow method. The cash flows were defined as the expected cost savings arising from the new distribution agreements.

The Company determined the estimated fair value of the Monster Non-Energy Brands utilizing the discounted cash flow method and market multiple method. Market multiples for each brand were selected based on profitability, size and expected growth for each brand. The resulting business enterprise value derived under the income and market approaches was then adjusted for working capital and fixed assets that will not transfer to TCCC.

As of April 8, 2015, Old Monster had approximately 170.2 million shares of common stock outstanding. If the Transactions had closed on April 8, 2015, approximately 34.0 million shares of Old Monster's common stock would have been issued to TCCC. Of the 34.0 million shares of Old Monster's common stock to be issued to TCCC, approximately 11.7 million shares, or 34.4% of the total shares issued, would have been allocated to the purchase of KO Energy and approximately 22.3 million shares, or 65.6% of the total shares issued, would have been issued for cash. The 34.4% allocation was based on the relative fair value of KO Energy to the approximate fair value of the 34.0 million shares of Old Monster's common stock on the day of the Transactions, August 14, 2014. The remaining number of shares of Old Monster's common stock were deemed to be issued for cash.

The $2.15 billion of cash and escrow receivable was first allocated to the new and amended U.S. distribution rights and the Monster Non-Energy Business based on their respective preliminary fair values, and the residual cash of $1.6 billion was then allocated to the equity issued for cash.

On August 14, 2014, the date the terms of the Transactions were agreed to and announced, the closing market price of the Company's common stock was $71.65 per share. The preliminary fair value of KO Energy per ASC 820 is approximately $862 million, which approximates the negotiated price for KO Energy based on the closing market price of the Company's common stock on August 14, 2014. However, per ASC 805, equity securities issued as consideration in a business combination are to be recorded at fair value as of the closing date. Therefore, the value of the shares of the Company's common stock to be issued to TCCC in exchange for KO Energy is approximately $137.79 per share, the closing price of the Company's common stock on April 8, 2015, resulting in a total consideration value transferred for KO Energy of $1.61 billion. Because the value of the Company's common stock may change significantly between April 8, 2015 and the closing date, the amounts recorded as consideration for KO Energy may differ substantially. If the price of the Company's common stock should increase or decrease by 20%, the total consideration value transferred for KO Energy would be $1.93 billion or $1.29 billion, respectively.

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS

The following pro forma adjustments are included in the Company's unaudited pro forma condensed combined financial statements:

Balance Sheet as of December 31, 2014

A. Cash and cash equivalents

	Disposal of Monster Non-Energy	Other	Total
Equity issued to TCCC (22.3 million shares issued)	$ —	$ 1,649,908	$ 1,649,908
New and Amended U.S. Distribution Rights transferred to TCCC's distribution network	—	300,055	300,055
Monster Non-Energy Business transferred to TCCC	200,037	—	200,037
Less cash held in escrow	—	(625,000)	(625,000)
Total	$ 200,037	$ 1,324,963	$ 1,525,000

Up to $625.0 million of the net cash payment due to the Company pursuant to the Transactions will be held in escrow, subject to release upon achievement of milestones relating to the transfer of the Company's distribution rights to TCCC's distribution network. As of April 6, 2015, a majority of the distribution rights has already been transferred.

B. TCCC Transaction Receivables

TCCC Transaction receivables	$ 625,000

Up to $625.0 million of the net cash payment due to the Company pursuant to the Transactions will be held in escrow, subject to release upon achievement of milestones relating to the transfer of distribution rights to TCCC's distribution network. As of April 6, 2015, a majority of the distribution rights has already been transferred.

C. Inventories

Book value of Monster Non-Energy Business inventory transferred to TCCC	$ 22,080

D. Intangibles held-for-sale, net

Book value of Monster Non-Energy Business intangibles transferred to TCCC	$ 18,079

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS (Continued)

E. Deferred income taxes

Book and tax timing differences—deferred revenue	$	100,805
Book and tax timing differences—distributor termination expenses		107,800
Total	$	208,605

The deferred tax asset results from book and tax timing differences relating to the deferred revenue and distributor termination expenses associated with the transfer of the Company's domestic distribution rights to TCCC's distribution network. The deferred revenue associated with the transfer of the Company's domestic distribution rights to TCCC's distribution network will be recognized into income immediately for income tax purposes and amortized over 20 years for book purposes. In addition, the termination cost associated with the transfer of the Company's domestic distribution rights will be amortizable instead of immediately deductible for income tax purposes and expensed immediately for book purposes. All other assets acquired and liabilities assumed in the Transactions either have no book and tax timing differences in their basis or are assumed to be part of the tax-free portion of the Transactions. A combined U.S. Federal and state statutory rate of 38.5% has been used for purposes computing these deferred tax assets.

F. Intangibles, net

To reverse book value of KO Energy Intangibles	$	(43,333)
KO Energy Intangibles—Trademarks (non-amortizing)		354,700
KO Energy Intangibles—Customer Relationships (amortizing)		32,350
KO Energy Intangibles—Other (non-amortizing)		12,900
Goodwill		1,204,317
Total	$	1,560,934

G. Accrued Liabilities

Accrued distributor terminations	$	280,000
Estimated transaction expenses subsequent to December 31, 2014		13,500
Total	$	293,500

The Company will incur termination expenses to certain distributors terminated as part of the expanded U.S. distribution rights transferred to TCCC's distribution network.

Estimated transaction expenses include expenses for investment banking services, legal, accounting and tax services necessary to complete the transaction. These expenses are reflected as an accrued liability and a charge to retained earnings.

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS (Continued)

H. Income Taxes Payable

	Disposal of Monster Non-Energy	Other	Total
Gain on sale of Monster Non-Energy	$ 61,553	$ —	$ 61,553
New and Amended U.S. Distribution Rights transferred to TCCC's distribution network	—	115,500	115,500
Total	$ 61,553	$ 115,500	$ 177,053

The income tax payable is primarily attributable to the gain of $159.9 million recognized on the sale of Monster Non-Energy as well as the immediate income tax recognition of the $300.0 million of deferred revenue received from TCCC for expanded U.S. distribution rights. For purposes of computing the income taxes payable, a combined U.S. Federal and state statutory rate of 38.5% has been used.

I. Deferred Revenue

Current	
New and Amended U.S. Distribution Rights transferred to TCCC's distribution network	$ 15,002
Acceleration of deferred revenue associated with certain terminated distributors	(38,169)
Total Current	(23,167)
Long-term	
New and Amended U.S. Distribution Rights transferred to TCCC's distribution network	285,053

Amounts received from TCCC for expanded U.S. distribution rights have been accounted for as deferred revenue in the accompanying balance sheet and are recognized as revenue ratably over the 20-year anticipated life, which is based on the 20-year contractual term of the respective agreements. The Company will recognize into income the unamortized portion of deferred revenue associated with certain terminated distributors.

J. Common Stock

34.0 million $0.005 par value shares issued to TCCC	$ 170

TCCC will acquire approximately 34.0 million newly issued shares of the Company's common stock representing approximately 16.7%of the outstanding shares of the Company's common stock (after giving effect to the new issuance).

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS (Continued)

K. Additional paid-in capital

34.0 million $0.005 par value shares issued to TCCC	$ 3,258,203

TCCC will acquire approximately 34.0 million newly issued shares of the Company's common stock representing approximately 16.7%of the outstanding shares of the Company's common stock (after giving effect to the new issuance). As consideration for the newly issued shares of the Company's common stock, TCCC will transfer cash of $1.6 billion and transfer all of its rights in and to KO Energy to the Company. Per ASC 805, the portion of equity securities issued as consideration in a business combination is to be recorded at fair value as of the acquisition date. Therefore, the value of the shares of the Company's common stock to be issued to TCCC in exchange for KO Energy is approximately $137.79 per share, the closing price of the Company's common stock on April 8, 2015. Because the value of the Company's common stock may change significantly between April 8, 2015 and the acquisition date, the amount recorded as consideration for KO Energy might differ substantially.

L. Retained Earnings

	Disposal of Monster Non-Energy	Other	Total
To eliminate KO Energy retained earnings	$ —	$ (47,531)	$ (47,531)
Gain on sale of Monster Non-Energy Business	159,878	—	159,878
Distributor termination expense	—	(280,000)	(280,000)
Acceleration of deferred revenue associated with certain terminated distributors	—	38,169	38,169
Estimated Transaction expenses subsequent to December 31, 2014	—	(13,500)	(13,500)
Provision for income taxes	(61,553)	93,105	31,552
Total	$ 98,325	$ (209,757)	$ (111,432)

The KO Energy retained earnings represents the difference between the KO Energy assets acquired and liabilities assumed. This does not include the historical retained earnings of KO Energy.

The Company will recognize a gain on the sale of Monster Non-Energy equal to the difference between the $200.0 million fair value sales price received and the $40.2 million net book value of Monster Non-Energy. Any differences between the final fair value sales price received and the preliminary management estimates would affect the gain recognized by the Company.

The Company will incur termination expenses to certain distributors terminated as part of the expanded U.S. distribution rights transferred to TCCC's distribution network. In addition, the Company will recognize into income the unamortized portion of deferred revenue associated with these certain terminated distributors.

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS (Continued)

Estimated transaction expenses include expenses for investment banking services, legal, accounting and tax services necessary to complete the transaction. These expenses are reflected as a reduction of cash and a charge to retained earnings.

For purposes of these Unaudited Pro Forma Condensed combined Financial Statements, a combined U.S. Federal and state statutory tax rate of 38.5% has been used. This rate does not reflect the Company's expected effective tax rate, which will include other tax charges and benefits, and does not take into account any historical or possible future tax events that may impact the combined company. The provision for income taxes reflects the disallowance of certain non-deductible transaction costs.

Statement of Income for the Year ended December 31, 2014

M. ***Net sales***

	Disposal of Monster Non-Energy	Other	Total
Amortization of deferred revenue	$ —	$ 15,003	$ 15,003
To eliminate Monster Non-Energy	(150,374)	—	(150,374)
Total	$ (150,374)	$ 15,003	$ (135,371)

Amounts received from TCCC for expanded U.S. distribution rights have been accounted for as deferred revenue in the accompanying balance sheet and are recognized as revenue ratably over the 20-year anticipated life, which is based on the 20-year contractual term of the respective agreements.

N. ***Cost of sales***

To eliminate Monster Non-Energy	$ (117,084)

O. ***Operating expenses***

	Disposal of Monster Non-Energy	Other	Total
To eliminate Monster Non-Energy	$ (25,728)	$ —	$ (25,728)
To record sales commissions, net of certain marketing expense reimbursements	—	24,400	24,400
To record amortization of definite lived KO Energy Intangibles	—	6,470	6,470
To eliminate Transaction expenses through December 31, 2014	—	(4,824)	(4,824)
Total	$ (25,728)	$ 26,046	$ 318

(In Thousands, Except Per Share Amounts)

4. PRO FORMA ADJUSTMENTS AND ASSUMPTIONS (Continued)

The sales commissions are computed based on the actual number of cases sold by KO Energy for the year ended December 31, 2014. The sales commissions net of certain marketing expense reimbursements are contractually part of the Transactions and will be ongoing in the net expenses of KO Energy under the Company's operations. As a result, these changes have been included as a pro forma adjustment to the contribution of KO Energy in 2014.

Per ASC 350-30-35-3, the amortizing KO Energy intangibles will be amortized on a straight-line basis over their estimated useful lives of five years. The amortizable KO Energy assets consist solely of customer relationships with a fair value of approximately $32.4 million. The Company estimated the useful life of the customer relationships based on a scenario in which no additional customer support or continued development was provided.

P. Provision for income taxes

	Disposal of Monster Non-Energy	Other	Total
To eliminate the estimated income tax provision related to the disposed of Monster Non-Energy	$ (2,911)	$ —	$ (2,911)
Estimated provision for income taxes on pro forma adjustments	—	(2,395)	(2,395)
Estimated provision for income taxes on KO Energy income	—	84,106	84,106
Total	$ (2,911)	$ 81,711	$ 78,800

The KO Energy historical statements of income include only net revenues and direct operating expenses. Therefore, the related estimated provision for income taxes is presented as a pro forma adjustment.

For purposes of these Unaudited Pro Forma Condensed combined Financial Statements, a combined U.S. Federal and state statutory tax rate of 38.5% has been used. This rate does not reflect the Company's expected effective tax rate, which will include other tax charges and benefits, and does not take into account any historical or possible future tax events that may impact the combined company.

Q. Weighted average number of shares of common stock and common stock equivalents

TCCC will acquire approximately 34.0 million newly issued shares of the Company's common stock representing approximately 16.7% of the outstanding shares of the Company's common stock (after giving effect to the new issuance).