

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

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

MONSTER BEVERAGE CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State of Incorporation)

47-1809393
(I.R.S. Employer
Identification Number)

**1 Monster Way
Corona, California 92879
(951) 739-6200**
(Address, including Zip Code, and Telephone Number, including Area
Code, of Registrant's Principal Executive Offices)

**Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors
Monster Beverage Deferred Compensation Plan for Non-Employee Directors**
(Full Title of the Plan)

**Rodney C. Sacks
Monster Beverage Corporation
1 Monster Way
Corona, California 92879
(951) 739-6200**
(Name, Address, and Telephone Number, including Area Code, of Agent for Service)

Copies to:
**Farzad F. Damania, Esq.
Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022**

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>		Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>		Smaller Reporting Company	<input type="checkbox"/>
			Emerging Growth Company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to Be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, par value \$0.005	1,250,000	\$50.45	\$63,062,500	\$7,309
Deferred Compensation Obligations (3)	\$20,000,000	N/A	\$20,000,000	\$2,318 (4)

- (1) In accordance with Rule 416 of the Securities Act of 1933, as amended (the “Securities Act”), this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
 - (2) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, on the basis of the average of the high and low price of the common stock as reported on the NASDAQ Global Select Market on June 19, 2017.
 - (3) The deferred compensation obligations are unsecured obligations of Monster Beverage Corporation (the “Registrant”) to pay deferred compensation in the future in accordance with the terms of the Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors (the “Deferral Plan”), a sub-plan of the Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors (the “Plan”).
 - (4) Solely for purposes of calculating the registration fee pursuant to Rule 457(h) under the Securities Act of 1933, as amended (the “Securities Act”), the amount of deferred compensation obligations registered is based on an estimate of the amount of compensation participants may defer under the Deferral Plan.
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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I is omitted from this registration statement in accordance with Rule 428 under the Securities Act and the Note to Part I of Form S-8. The document(s) containing the information concerning the Plan and Deferral Plan specified in Part I will be sent or given to Plan and Deferral Plan participants as specified by Rule 428(b)(1). Such documents and the documents incorporated by reference in this registration statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by the Registrant with the Commission, are hereby incorporated by reference in this registration statement (other than portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the Commission or (2) furnished under applicable Commission rules rather than filed and exhibits furnished in connection with such items):

- (a) The Registrant’s annual report on Form 10-K for the fiscal year ended December 31, 2016, as filed with the Commission on March 1, 2017, as amended by Form 10-K/A filed on April 13, 2017;
- (b) The Registrant’s definitive proxy statement on Schedule 14A filed with the Commission on April 28, 2017 (excluding those portions that were not incorporated by reference into the Company’s annual report on Form 10-K for the year ended December 31, 2016);
- (c) The Registrant’s quarterly report on Form 10-Q for the quarterly period ended March 31, 2017, filed with the Commission on May 8, 2017;
- (d) The Registrant’s current reports on Form 8-K filed with the Commission on January 12, 2017 and April 25, 2017; and
- (e) The description of the Registrant’s common stock contained in Amendment No. 3 to the Registrant’s Registration Statement on Form S-4 (File No. 333-201839) filed on May 4, 2015, including all material incorporated by reference therein and any subsequently filed amendments updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents. Nothing in this registration statement shall be deemed to incorporate any information provided in these documents that is described in paragraph (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the Commission or furnished under applicable Commission rules rather than filed and exhibits furnished in connection with such items.

Item 4. Description of Securities.

The \$20,000,000 of deferred compensation obligations (the “Obligations”) being registered under this registration statement may be offered to certain eligible individuals of the Registrant.

The Obligations are general unsecured obligations of the Registrant to pay deferred compensation in the future in accordance with the terms of the Deferral Plan from the general assets of the Registrant and rank *pari passu* with other unsecured and unsubordinated indebtedness of the Registrant from time to time outstanding. The Registrant has the right to establish a rabbi trust to hold assets contributed under the Deferral Plan. However, such rabbi trust assets remain general assets of the Registrant subject to the claims of creditors, and rank *pari passu* with other unsecured and unsubordinated indebtedness of the Registrant from time to time outstanding.

The amount of compensation deferred (whether in cash or equity based compensation) by each participant is determined in accordance with each participant’s deferral election and the provisions of the Deferral Plan. A participant’s deferral account under the Deferral Plan is indexed to the Company’s common stock in accordance with the Deferral Plan. The Obligations are bookkeeping accounts, the returns on which are measured by the performance of the Company’s common stock. Participants cannot sell, assign, hypothecate, alienate, encumber or in any way transfer or convey in advance of receipt any Obligations. All deferral accounts together with earnings thereon will be payable upon the termination of the deferral period, or upon such other events as expressly set forth in the Deferral Plan in accordance with applicable deferral elections and the Deferral Plan’s terms.

The Registrant reserves the right to amend or terminate the Deferral Plan at any time, except that no amendment or termination may reduce the vested account balances of any participant in the Deferral Plan accrued as of the date of such amendment or termination.

The Obligations are not convertible into any other security of the Registrant. The Obligations will not have the benefit of a negative pledge or any other affirmative or negative covenant of the Registrant.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is a Delaware corporation. Section 145 of the Delaware General Corporation Law, as amended (the "DGCL"), permits, under certain circumstances, the indemnification of any person with respect 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), to which such person was or is a party or is threatened to be made a party by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation or was serving in a similar capacity for another enterprise at the request of the corporation. To the extent that a director, officer, employee, or agent of the corporation has acted in good faith and in a manner the person 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 the person's conduct was unlawful and has been successful in defending any such proceeding, the DGCL provides that he shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection therewith.

With respect to a proceeding by or in the right of the corporation, such person may be indemnified against expenses (including attorney's fees), judgments, fines and amounts paid in settlement 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. The statute provides, however, that no indemnification is allowed in such a proceeding if such person is adjudged 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, upon application, determines that he is entitled to indemnification under the circumstances. With respect to proceedings other than those brought by or in the right of the corporation, such person may be indemnified against judgments, fines, and amounts paid in settlement, as well as expenses, 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, had no reasonable cause to believe his conduct was unlawful, notwithstanding the outcome of the proceeding. Except with respect to mandatory indemnification of expenses to successful defendants as described in the preceding paragraph or pursuant to a court order, the indemnification described in this paragraph may be made only upon a determination in each specific case by: (i) majority vote of directors not parties to the proceeding, even though less than a quorum, (ii) a committee of such directors designated by majority vote of such directors, even though less than a quorum, (iii) written opinion of independent legal counsel if there are no such directors or if such directors so direct, or (iv) the stockholders, that the defendant met the applicable standard of conduct described above.

The DGCL permits a corporation to advance expenses incurred by a proposed indemnitee in advance of final disposition of the proceeding provided the indemnitee undertakes to repay such advanced expenses if it is ultimately determined that he is not entitled to indemnification. A corporation may purchase insurance on behalf of an indemnitee against any liability asserted against him in his designated capacity, whether or not the corporation itself would be empowered to indemnify him against such liability.

Delaware law also provides that the above rights shall not be deemed exclusive of other rights of indemnification or advancement of expenses under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Registrant's Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws generally require the Registrant to indemnify and advance expenses to its directors and its officers (and permit the Registrant to indemnify and advance expenses to its employees and agents) to the fullest extent permitted by law.

Section 102(b)(7) of the DGCL permits Delaware corporations in their certificates of incorporation to eliminate or limit the personal liability of directors to the corporation or its stockholders for monetary damages for breaches of his fiduciary duty. Under the Registrant's Amended and Restated Certificate of Incorporation, a director of the Registrant shall, to the maximum extent currently or hereafter permitted by section 102(b)(7) of the DGCL (or any successor provision) have no personal liability to the Registrant or its stockholders. Section 102(b)(7) of the DGCL provides that Delaware corporations may not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (involving certain unlawful dividends and stock purchases or redemptions), or (iv) for any transaction from which the director derived an improper personal benefit.

The Registrant may maintain insurance covering the liability of the Registrant to its directors and officers under the terms and provisions of the Amended and Restated By-Laws of the Registrant and covering its directors and officers for liability incurred in their capacities as such directors and officers.

On November 11, 2005, the Board approved a Form of Indemnification Agreement (the "Indemnification Agreement") to be provided by the Registrant to its directors. The Registrant has entered into Indemnification Agreements with its current directors, in the form approved by the Board. The Indemnification Agreement provides for the maximum indemnity permitted for directors under the DGCL and the Registrant's charter documents, as well as additional procedural protections. The Indemnification Agreement requires the Registrant to indemnify the directors against liability that may arise by reason of their status or service as directors of the Registrant if the director acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Registrant and, in the case of a criminal proceeding had no reasonable cause to believe that his conduct was unlawful.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The Index of Exhibits filed herewith and appearing immediately after the signature page to this registration statement is incorporated by reference in this Item 8.

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

- (a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

<u>/s/ Hilton H. Schlosberg</u> Hilton H. Schlosberg	Vice Chairman of the Board of Directors, President, Chief Operating Officer, Chief Financial Officer and Secretary (<i>Principal Financial Officer, Controller and Principal Accounting Officer</i>)	June 21, 2017
<u>/s/ Norman C. Epstein</u> Norman C. Epstein	Director	June 21, 2017
<u>/s/ Gary P. Fayard</u> Gary P. Fayard	Director	June 21, 2017
<u>/s/ Mark J. Hall</u> Mark J. Hall	Director	June 21, 2017
<u>/s/ Benjamin M. Polk</u> Benjamin M. Polk	Director	June 21, 2017
<u>/s/ Sydney Selati</u> Sydney Selati	Director	June 21, 2017
<u>/s/ Harold C. Taber, Jr.</u> Harold C. Taber, Jr.	Director	June 21, 2017
<u>/s/ Mark S. Vidergauz</u> Mark S. Vidergauz	Director	June 21, 2017
<u>/s/ Kathy N. Waller</u> Kathy N. Waller	Director	June 21, 2017

MONSTER BEVERAGE CORPORATION
REGISTRATION STATEMENT ON FORM S-8
INDEX OF EXHIBITS

Exhibit Number	Description	Filed Herewith
4.1	Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors	X
4.2	Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors	X
5.1	Opinion of Katten Muchin Rosenman LLP	X
23.1	Consent of Independent Registered Public Accounting Firm	X
23.2	Consent of Katten Muchin Rosenman LLP (filed as part of Exhibit 5.1)	X
24.1	Power of Attorney (included as part of the signature page to this registration statement)	X

MONSTER BEVERAGE CORPORATION**2017 COMPENSATION PLAN****FOR NON-EMPLOYEE DIRECTORS**

**MONSTER BEVERAGE CORPORATION
2017 COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS****Article 1. Establishment, Objectives and Duration**

1.1 Establishment of the Plan. Monster Beverage Corporation, a Delaware corporation, hereby establishes the “Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors”, as set forth herein.

1.2 Plan Objectives. The objectives of the Plan are to attract and retain persons of ability as non-employee directors of the Company and to further align the economic interests of such directors with those of the Company’s shareholders.

1.3 Duration of the Plan. The Plan shall become effective on the Effective Date and shall remain in effect until the tenth (10th) anniversary of the Effective Date, unless earlier terminated pursuant to Section 12.1.

1.4 Prior Plan. Effective as of the Effective Date, no awards will be made under the 2009 Monster Beverage Corporation Stock Incentive Plan for Non-Employee Directors, as amended (the “**Prior Plan**”); provided, that such plan shall remain in effect with respect to, and govern, awards made thereunder for so long as awards thereunder remain outstanding.

Article 2. Definitions

The following defined terms have the meanings set forth below:

2.1 “Affiliate” means, with respect to the Company, any entity directly or indirectly controlling, controlled by, or under common control with, the Company or any other entity designated by the Board in which the Company or an Affiliate has an interest; provided, that, with respect to the award of a “stock right” within the meaning of Code Section 409A, such affiliated entity would be required to qualify as a “service recipient” within the meaning of Code Section 409A.

2.2 “Annual Retainer” means the annual cash retainer fee payable by the Company pursuant to the Plan to a Non-Employee Director for services performed as a member of the Board of Directors during the applicable year.

2.3 “Available Shares” has the meaning ascribed to it in Section 4.1.

2.4 “Award” means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Deferred Award, Dividend Equivalent, or Other Share Based Award granted pursuant to the Plan.

2.5 “Award Agreement” means an agreement between a Non-Employee Director and the Company evidencing the terms of an Award hereunder, whether in writing or through an electronic medium and duly executed by the Non-Employee Director and an authorized representative of the Company for this purpose.

2.6 “Board” or “Board of Directors” means the Board of Directors of the Company, as constituted from time to time.

2.7 “Change of Control” means the occurrence of any of the following events: (i) sale of all or substantially all of the assets of the Company and its subsidiaries taken as a whole; (ii) any Person or group of Persons is or shall become the “beneficial owner” (as defined in Rule 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting stock of the Company then outstanding; or (iii) a merger or consolidation pursuant to which any Person or group of Persons

becomes the “beneficial owner” (as defined in clause (ii) above) of more than 50% of the voting stock of the Company or the surviving or resulting entity immediately following the consummation of such transaction. Notwithstanding the foregoing, no Awards that are subject to Code Section 409A shall accelerate or be paid as the result of a Change of Control unless such Change of Control constitutes a “change in control event” within the meaning of Treasury Regulations Section 1.409A-3(i)(5).

2.8 “Code” means the Internal Revenue Code of 1986, as amended, and any successor to it.

2.9 “Code Section 409A” means section 409A of the Code, and regulations and other guidance issued by the Treasury Department or the Internal Revenue Service thereunder.

2.10 “Company” means Monster Beverage Corporation, a Delaware corporation, and any successor thereto.

2.11 “Deferral Election” has the meaning ascribed to it in Section 10.

2.12 “Deferred Award” means a right, granted as an Award under Section 10, to receive payment in the form of cash or Shares (or measured by the value of Shares) at the end of a specified deferral period.

2.13 “Director” means any individual who is a member of the Board of Directors.

2.14 “Disability” means a mental or physical illness that renders a Non-Employee Director totally and permanently incapable of performing the Non-Employee Directors duties for the Company; provided, however, that Disability for purposes of Code Section 409A, to the extent applicable, shall occur only upon the occurrence of a “disability” within the meaning of Treasury Regulations Section 1.409A-3(i)(4).

2.15 “Dividend Equivalent” means any right to receive payments equal to dividends (whether in cash, Shares or other property) if and when paid or distributed on Shares. Dividend Equivalents can be satisfied in cash, Shares or other property as the Board determines.

2.16 “Effective Date” means the date on which the Company’s shareholders approve the Plan.

2.17 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and any successor to it.

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2.18 “Exercise Date” means the date a holder of an Award under the Plan (i) exercises an Award pursuant to the procedures established by the Board and (ii) pays any Option Price or other amounts required as a condition to such exercise.

2.19 “Fair Market Value” means, with respect to any property other than Shares, the market value of such property as determined by such methods or procedures as shall be established or determined from time to time by the Board. The Fair Market Value of Shares as of any date shall be the per Share closing price of the Shares as reported on NASDAQ on that date (or if there were no reported prices on such date, on the last preceding date on which the prices were reported) or, if the Company is not then listed on NASDAQ, on such other principal securities exchange on which the Shares are traded, and if the Company is not listed on the NASDAQ or any other securities exchange, the Fair Market Value of Shares shall be determined by the Board in its sole discretion.

2.20 “Grant Date” means the date on which an Award is granted, which date may be specified in advance by the Board; provided, that for Code Section 409A purposes, Grant Date shall mean the date of grant determined in accordance with Code Section 409A, as applicable.

2.21 “Non-Employee Director” means a Director who, at the time in question, is not an employee of the Company or any of its Affiliates.

2.22 “Option” means any right granted to a Non-Employee Director under the Plan allowing such Non-Employee Director to purchase Shares at the Option Price and at such times as the Board shall determine.

2.23 “Option Price” means the price at which a Share may be purchased by a Non-Employee Director pursuant to an Option. Except with respect to Substitute Awards or in connection with an adjustment provided in Section 4.2, the Option Price shall not be less than 100% of the Fair Market Value on the Grant Date of an Option. Options granted hereunder are nonqualified stock options and not stock options as described in Section 422 of the Code.

2.24 “Other Share Based Awards” has the meaning ascribed it in Section 7.4.

2.25 “Permitted Assignee” has the meaning ascribed in in Section 12.13.

2.26 “Person” means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

2.27 “**Plan**” means the Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors, as may be amended from time to time.

2.28 “**Prior Plan**” has the meaning ascribed to it in Section 1.4.

2.29 “**Restricted Stock**” means an Award of Shares issued with the restriction that the holder may not sell, transfer, pledge or assign such Share and with such other restrictions as the Board, in its sole discretion, may impose (including any restriction on the right to vote such Share and the right to receive any dividends), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Board may deem appropriate.

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2.30 “**Restricted Stock Unit**” or “**RSU**” means an Award that is valued by reference to a Share, which value may be paid to the Non-Employee Director by delivery of Share(s) or cash, or any combination thereof, as set forth in an Award Agreement, and which has such restrictions as the Board, in its sole discretion, may impose, including any restriction on the right to retain such Awards, to sell, transfer, pledge or assign such Awards, and/or to receive any cash Dividend Equivalents with respect to such Awards, which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Board may deem appropriate.

2.31 “**Separation from Service**” or “**Separate from Service**” means ceasing to be a Director of the Company for any or no reason. Notwithstanding anything to the contrary, for purposes of Code Section 409A, to the extent applicable, the determination of whether an individual has had a Separation from Service will be made in accordance with Code Section 409A.

2.32 “**Shares**” means the shares of common stock of the Company.

2.33 “**Stock Appreciation Right**” or “**SAR**” means a right granted to a Non-Employee Director under the Plan to receive payment, upon exercise, of an amount equal to the excess, if any, of the Fair Market Value of a Share on the Exercise Date over the Strike Price.

2.34 “**Strike Price**” means the per-Share price used as the baseline measure for the value of a SAR, as specified in the applicable Award Agreement. Except in the case of Substitute Awards or in connection with an adjustment provided in Section 4.2, Strike Price shall not be less than the Fair Market Value of one Share on the Grant Date of a SAR.

2.35 “**Substitute Awards**” has the meaning ascribed in in Section 4.1.

Article 3. Administration. The Plan shall be administered by the Board. The Board shall have full power and authority, subject to the provisions of the Plan and subject to such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board, to: (i) select the Non-Employee Directors to whom Awards may from time to time be granted hereunder; (ii) determine the type or types of Awards, not inconsistent with the provisions of the Plan, to be granted to each Non-Employee Director hereunder; (iii) determine the number of Shares or dollar value to be covered by each Award granted hereunder; (iv) determine the terms and conditions, not inconsistent with the provisions of the Plan, of any Award granted hereunder; (v) determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other property and other amounts payable with respect to an Award made under the Plan shall be deferred either automatically or at the election of the Non-Employee Director; (vii) determine whether, to what extent and under what circumstances any Award shall be canceled or suspended; (viii) interpret and administer the Plan and any instrument or agreement entered into under or in connection with the Plan, including any

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Award Agreement; (ix) correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent that the Board shall deem desirable to carry it into effect; (x) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) determine whether any Award, other than an Option or Stock Appreciation Right, will have Dividend Equivalents; and (xii) make any other determination and take any other action that the Board deems necessary or desirable for administration of the Plan. Any decision of the Board in the interpretation and administration of the Plan, as described herein, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned. The Board shall have the full power and authority to waive any terms and conditions at any time (including, without limitation, accelerating or waiving any vesting conditions). The Board shall require payment of any amount it may determine to be necessary to withhold for federal, state, local or other taxes as a result of the exercise of an Award or other amounts required to be paid or withheld by law. The Board’s decisions and determinations under the Plan need not be uniform and may be made selectively among Non-Employee Directors, whether or not such Non-Employee Directors are similarly situated.

Article 4. Shares Subject to the Plan and Adjustments

4.1 Number of Shares Available for Grants. Subject to adjustment as provided in Section 4.2, a total of 1,250,000 Shares shall be authorized for issuance under the Plan (“**Available Shares**”), less one (1) Share for every one (1) Share granted under the Prior Plan after December 31, 2016 and prior to the effective date of the Plan. Shares covered by an Award shall only be counted as used to the extent they are actually issued. Any Shares related to Awards (or awards under the Prior Plan) which terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such Shares, are settled in cash in lieu of Shares, or are exchanged with the Board’s permission, prior to the issuance of Shares, for Awards not involving Shares, shall be available again for grant under this Plan, and shall be counted on a one-for-one basis. However, the full number of Stock Appreciation Rights granted that are to be settled by the issuance of Shares shall be counted against the number of Shares available for award under the Plan, regardless of the number of Shares actually issued upon settlement of such Stock Appreciation Rights. Furthermore, any Shares tendered or withheld to satisfy any tax withholding obligations on an Award issued under the Plan (or award granted under the Prior Plan), Shares tendered or withheld to pay the exercise price of an Award under the Plan (or award under the Prior Plan), and Shares repurchased on the open market with the proceeds of an Option exercise will not be available for grant under this Plan. Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Affiliate that is a subsidiary of the Company or with which the Company or any Affiliate that is a subsidiary of the Company combines (“**Substitute Awards**”) shall not reduce the Shares authorized for grant under the Plan (and shall not be added back as provided in Section 4.1 above). Additionally, in the event that a company acquired by the Company or any Affiliate that is a subsidiary of the Company or with which the Company or such subsidiary combines, has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or

combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and shall not be added back as provided in Section 4.1); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Non-Employee Directors prior to such acquisition or combination. Any Shares issued hereunder may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares purchased in the open market or otherwise.

4.2 Adjustments in Authorized Shares and Awards. In the event of any merger, reorganization, consolidation, recapitalization, extraordinary dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split, spin-off or similar transaction or other change of corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the Plan and to Awards as the Board deems equitable or appropriate to prevent dilution or enlargement of the rights of Non-Employee Directors under the Plan, taking into consideration the accounting and tax consequences, including such adjustments in the aggregate number, class and kind of securities that may be delivered under the Plan and the number, class, kind and price of securities subject to outstanding Awards granted under the Plan (including, if the Board deems appropriate, the substitution of similar Awards to purchase the shares of, or other awards denominated in the shares of, another company) as the Board may determine to be appropriate.

Article 5. Eligibility and General Conditions of Awards

Each Non-Employee Director shall be eligible to participate in the Plan for so long as such Person remains a Non-Employee Director and the Plan is then in effect. To the extent not set forth in the Plan, the terms and conditions of each Award shall be set forth in an Award Agreement.

Article 6. Annual Retainer; Annual Award

6.1 Amounts Payable in Cash. Each Non-Employee Director will be entitled to receive an Annual Retainer equal to \$60,000. The Annual Retainer for the chairs of the Audit Committee, Nominating Committee and Compensation Committee will be increased by \$17,500, \$15,000, and \$15,000 each, respectively. The Annual Retainer (i) for each member of the Audit Committee (other than the chairperson) will be increased by \$10,000 and (ii) for each member of the Compensation Committee and Nominating Committee (other than the respective chairperson) will be increased by an additional \$7,500. The Annual Retainer of the Lead Independent Director will be increased by \$20,000. So long as a Non-Employee Director has not made a Deferral Election with respect to the Annual Retainer, one quarter of the Non-Employee Director’s Annual Retainer will be paid to the Non-Employee Director in cash in arrears as soon as administratively practicable following completion of the applicable quarter. A Non-Employee Director’s Annual Retainer shall be prorated for any partial year of service on the Board, unless otherwise determined by the Board. The amounts provided for under this Section 6.1 may be modified by the Board or applicable committee thereof pursuant to any applicable charters and board procedures in effect from time to time without any amendment required under the Plan.

6.2 Amounts Payable in Equity. At each annual meeting of the Company's stockholders or promptly thereafter, each Non-Employee Director will receive an Award of Restricted Stock Units in such amount equal to the quotient determined by dividing \$165,000 by the Fair Market Value on the Grant Date (rounded down to the nearest whole number). All Awards shall be evidenced by an Award Agreement in such form and upon such terms as the Board may approve. The Board may, but is not obligated, to award such Non-Employee Directors Dividend Equivalents. Except as provided otherwise in an Award Agreement with respect to RSUs, a Non-Employee Director's annual award of RSUs will vest on earliest to occur of: (i) the last business day immediately preceding the annual meeting of the Company's stockholders in the calendar year following the calendar year in which the Grant Date occurs, (ii) a Change of Control, (iii) the Non-Employee Director's death, or (iv) the date of the Non-Employee Director's Separation from Service due to Disability, so long as the Non-Employee Director remains a Non-Employee Director through such date. The amounts provided for under this Section 6.2 may be modified by the Board or applicable committee thereof pursuant to any applicable charters and board procedures in effect from time to time without any amendment required under the Plan.

Article 7. Awards

7.1 Options. Options may be granted hereunder to Non-Employee Directors either alone or in addition to other Awards granted under the Plan. Any Option shall be subject to the terms and conditions of this Article and to such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Board shall determine in an Award Agreement. The terms of Options need not be the same with respect to each Non-Employee Director. Granting an Option pursuant to the Plan shall impose no obligation on the recipient to exercise such Option, including upon the scheduled expiration thereof; provided that an Option will be automatically exercised by the Company on the Non-Employee Director's behalf as of immediately prior to its scheduled expiration so long as the Exercise Price of such Option does not equal or exceed the Fair Market Value of the Shares covered thereby as of such exercise. Other than pursuant to Section 4.2 or in connection with a Change of Control, the Board shall not without the approval of the Company's stockholders to the extent required by law or the rules and regulations of the principal securities exchange on which the Shares are traded (i) lower the option price per Share of an Option after it is granted, (ii) cancel an Option in exchange for cash or another Award, and (iii) take any other action with respect to an Option that would be treated as a repricing under the rules and regulations of the principal securities exchange on which the Shares are traded. The Award Agreement will require as a condition to exercise full payment of the Option Price or, in the Board's discretion, satisfaction of the Option Price by such other manner, including by tendering of previously acquired Shares (either actually or by attestation, valued at their then Fair Market Value), by delivering other consideration having a Fair Market Value on the Exercise Date equal to the total Option Price, by withholding Shares otherwise issuable in connection with the exercise of the Option, or such other method (or combination of methods) as specified in an Award Agreement or permitted by the Board. The Award Agreement for an Option shall set forth the extent to which it may be exercised following a Separation from Service. The term of each Option will be provided for in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the Grant Date of the Option.

7.2 Stock Appreciation Rights. The Board may provide Stock Appreciation Rights (a) in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option, (b) in conjunction with all or part of any Award (other than an Option) granted under the Plan or at any subsequent time during the term of such Award, or (c) without regard to any Option or other Award, in each case upon such terms and conditions as the Board may establish in its sole discretion. Stock Appreciation Rights shall be subject to such terms and conditions, not inconsistent with the provisions of the Plan, as shall be determined from time to time by the Board. Granting a Stock Appreciation Right pursuant to the Plan shall impose no obligation on the recipient to exercise such Stock Appreciation Right; provided, that a Stock Appreciation Right will be automatically exercised by the Company on the Non-Employee Director's behalf as of immediately prior to its scheduled expiration so long as the Strike Price of such Stock Appreciation Right does not equal or exceed the Fair Market Value of the Shares covered thereby as of such exercise. The Board shall determine in its sole discretion whether upon the exercise of a Stock Appreciation Right payment shall be made in cash, in whole Shares or other property, or any combination thereof. The terms of Stock Appreciation Rights need not be the same with respect to each Non-Employee Director. Stock Appreciation Rights shall be subject to such vesting conditions as may be imposed by the Board. The Board may impose such other conditions or restrictions on the terms of exercise of any Stock Appreciation Right, as it shall deem appropriate. The Award Agreement for the Stock Appreciation Right shall set forth the extent to which it may be exercised following a Separation from Service. Other than pursuant to Section 4.2 or in connection with a Change of Control, the Board shall not without the approval of the Company's stockholders to the extent required by law or the rules and regulations of the principal securities exchange on which the Shares are traded (i) reduce the Strike Price of any Stock Appreciation Right after the date of grant (ii) cancel any Stock Appreciation Right in exchange for cash or another Award, and (iii) take any other action with respect to a Stock Appreciation Right that would be treated as a repricing under the rules and regulations of the principal securities market on which the Shares are traded. The term of each Stock Appreciation Right will be provided for in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the Grant Date of the Stock Appreciation Right.

7.3 RSUs and Restricted Stock. Awards of Restricted Stock or RSUs may be issued hereunder to Non-Employee Directors either alone or in addition to other Awards granted under the Plan. An Award of Restricted Stock or RSUs shall be subject to vesting restrictions imposed by the Board covering a period of time or other conditions specified by the Board. The terms of an Award of Restricted Stock or an RSU granted under the Plan shall be set forth in an Award Agreement which shall contain provisions determined by the Board and not inconsistent with the Plan. The terms of an Award of Restricted Stock or RSUs

need not be the same with respect to each Non-Employee Director. Unless otherwise provided in the Award Agreement, beginning on the Grant Date of an Award of Restricted Stock and subject to execution of the Award Agreement, the Non-Employee Director to whom such Award was made shall become a stockholder of the Company with respect to all Shares subject to the Award Agreement and shall have all of the rights of a stockholder, including the right to vote such Shares and the right to receive distributions made with respect to such Shares. A Non-Employee Director receiving an Award of RSUs shall not possess any rights of a stockholder with respect to such Award. Except as otherwise provided in an Award Agreement, any Shares or any other property (including cash) distributed as a dividend or otherwise with respect to any Award of

Restricted Stock as to which the restrictions have not yet lapsed shall be subject to the same restrictions as such Award of Restricted Stock. The Award Agreement for an Award of Restricted Stock or Restricted Stock Units shall set forth the extent to which the Non-Employee Director to whom such Award was made shall have the right to retain such Restricted Stock or Restricted Stock Units following a Separation from Service. Any Restricted Stock granted under the Plan may be evidenced in such manner as the Board may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. Such certificate or certificates shall be registered in the name of the applicable Non-Employee Director and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. The Board may, but is not obligated, to grant Dividend Equivalents with respect to an Award of RSUs, and the Award Agreement for any such Award of RSUs will set forth the rights, if any, to any such Dividend Equivalents; provided, that, a holder of RSUs shall not have a right to Dividend Equivalents unless such Award Agreement provides for Dividend Equivalents.

7.4 Other Share Based Awards. Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based on, Shares or other property (“**Other Share Based Awards**”) may be granted hereunder to Non-Employee Directors either alone or in addition to other Awards granted under the Plan. Other Share Based Awards shall also be available as a form of payment of other Awards granted under the Plan and other earned cash-based compensation, including under any deferred compensation plan whether or not under the Plan or a sub-plan thereunder. Other Share Based Awards may be fully vested or subject to vesting restrictions or conditions imposed by the Board covering a period of time or other condition, as specified by the Board. The terms of Other Share Based Awards granted under the Plan shall be set forth in an Award Agreement which shall contain provisions determined by the Board and not inconsistent with the Plan. The terms of Other Share Based Awards need not be the same with respect to each Non-Employee Director. A Non-Employee Director receiving Other Share Based Awards shall not possess any rights of a stockholder with respect to such Award unless the Award Agreement for such Other Share Based Award provides for such rights. The Award Agreement for Other Share Based Awards shall set forth the extent to which the Non-Employee Director to whom such Award was made shall have the right to retain such Other Share Based Awards following a Separation from Service. Other Share Based Awards granted under the Plan may be evidenced in such manner as the Board may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company. Such certificate or certificates shall be registered in the name of the applicable Non-Employee Director and shall bear an appropriate legend referring to the restrictions applicable to such Other Share Based Award. The Board may, but is not obligated, to grant Dividend Equivalents with respect to Other Share Based Awards and the Award Agreement for any such Award will set forth the rights, if any, to any such Dividend Equivalents; provided, that, no Dividend Equivalents shall be granted to the holder of such Other Share Based Award unless such Award Agreement provides for Dividend Equivalents. Except as may be provided in an Award Agreement, Other Share-Based Awards may be paid in cash, Shares, other property, or any combination thereof, in the sole discretion of the Board. Other Share-Based Awards may be paid in a lump sum or in installments or, in accordance with procedures established by the Board, on a deferred basis subject to Code Section 409A.

Article 8. Special Treatment In the Event of a Change of Control. In the event of a Change of Control after the Effective Date, the Board may, in its sole discretion, provide for (i) the termination of an Award upon the consummation of the Change of Control, but only if such Award has vested and been paid out or the Non-Employee Director has been permitted to exercise the Award in full for a period of not less than ten (10) days prior to the Change of Control, (ii) acceleration of all or any portion of an Award, (iii) the payment of any amount (in cash or, in the discretion of the Board, in the form of consideration paid to shareholders of the Company in connection with such Change of Control) in exchange for the cancellation of such Award which, in the case of Options and Stock Appreciation Rights, may equal the excess, if any, of the Fair Market Value of the Shares subject to such Options or Stock Appreciation Rights over the aggregate exercise price or Option Price of such Options or Stock Appreciation Rights; provided, that if the Option Price of such Options and/or the Strike Price of such Stock Appreciation Right equals or exceeds the Fair Market Value of Shares covered thereby immediately prior to the occurrence of such Change of Control, then such Option and/or Stock Appreciation Right may be cancelled without the payment of consideration, and/or (iv) issuance of substitute Awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted hereunder.

Article 9. Ownership Guidelines. The Board believes that Non-Employee Directors should own and hold Shares to further align their interests and actions with the interests of the Company’s shareholders. Therefore, the Board requires each Non-Employee Director to satisfy the share ownership guidelines set forth on Exhibit A, as may be amended by the Board from time to time.

Article 10. Deferrals. If and to the extent permitted by the Board, a Non-Employee Director may elect (a “**Deferral Election**”), at such times and in accordance with rules and procedures (or sub-plan) adopted by the Board (which shall comply with Code Section 409A, as applicable), to receive all or any portion of such Non-Employee Director’s compensation, whether payable in cash or in equity, on a deferred basis.

Article 11. Effective Date. The Plan shall be effective on the Effective Date.

Article 12. Miscellaneous.

12.1 Modification and Termination. The Board may, at any time, amend or terminate the Plan and Awards thereunder subject to applicable law and the rules and regulations of the principal securities exchange on which the Shares are traded. No amendment shall, without proper approval of the Company’s shareholders, increase the maximum number of Shares which are available for Awards under the Plan. No amendment or termination shall materially and adversely affect any rights of any Person with respect to an Award without the consent of such Person. Notwithstanding the foregoing, the Board may (i) amend the Plan in such manner as it deems necessary to cause Awards to meet the requirements of the Code or other applicable laws or (ii) terminate any Deferred Awards and accelerate payment thereunder in a manner consistent with Code Section 409A, in each case without the consent of the Non-Employee Director.

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12.2 Successors. The Plan shall be binding on and inure to the benefit of all successors and assigns of the Company and Non-Employee Directors participating therein, including without limitation, the estate of such and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Non-Employee Director’s creditors.

12.3 Service. Nothing in this Plan or in any Award Agreement will be construed to limit in any way the Company’s right to remove a Non-Employee Director from the Board of Directors and nothing herein shall confer upon any Non-Employee Director the right to remain a Director of the Company. The Company shall not be liable for the loss of existing or potential profit from an Award in the event of a Separation from Service. Except as provided expressly in the Plan, no non-Employee Director shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Non-Employee Directors under the Plan.

12.4 Substitute Awards. Notwithstanding any other provision of the Plan, the terms of Substitute Awards may vary from the terms set forth in the Plan to the extent the Board deems appropriate to conform, in whole or in part, to the provisions of the awards in substitution for which they are granted.

12.5 Forfeiture Events. The Board may specify in an Award Agreement that a Non-Employee Director’s rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, Separation from Service or violation of material Company and/or Affiliate policies. Awards made under the Plan shall be subject to generally applicable clawback policies of the Company as in effect from time to time.

12.6 Stop Transfer Orders. All certificates for Shares delivered under the Plan pursuant to any Award shall be subject to such stop-transfer orders and other restrictions as the Board may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Shares are then traded, and any applicable federal or state securities law, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

12.7 Severability. If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part by a court of competent jurisdiction or by reason of a change in law or regulation, such provision shall (i) be deemed limited to the extent that such court of competent jurisdiction deems it lawful, valid and/or enforceable and as so limited shall remain in full force and effect, and (ii) not affect any other provision of the Plan or part thereof, each of which shall remain in full force and effect. If the making of any payment or the provision of any other benefit required under the Plan shall be held unlawful or otherwise invalid or unenforceable by a court of competent jurisdiction, such unlawfulness, invalidity or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and if the making of any payment in full or the provision of any other benefit required under the Plan in full would be unlawful or otherwise invalid or unenforceable, then such unlawfulness, invalidity or unenforceability shall not prevent such payment or benefit from

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being made or provided in part, to the extent that it would not be unlawful, invalid or unenforceable, and the maximum payment or benefit that would not be unlawful, invalid or unenforceable shall be made or provided under the Plan.

12.8 Requirements of Law. The granting of Awards and the delivery of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges or

markets as may be required. Notwithstanding any provision of the Plan or any Award Agreement, Non-Employee Directors shall not be entitled to exercise, or receive benefits under, any Award, and the Company (or any Affiliate) shall not be obligated to deliver any Shares or deliver benefits to a Non-Employee Director, if such exercise or delivery would constitute a violation by the Non-Employee Director, the Company or any Affiliate of any applicable law or regulation.

12.9 Withholding. Awards or amounts payable or deliverable in respect of Awards may be withheld by the Company only to the extent required under applicable law.

12.10 Section 409A Compliance. To the extent applicable and notwithstanding any other provision of the Plan, the Plan, Awards, and Award Agreements hereunder shall be administered, operated and interpreted in accordance with Code Section 409A, including any regulations or other guidance that may be issued after the date on which the Board approves the Plan; provided, however, that, in the event that the Board determines that any amounts payable hereunder may be taxable to a Non-Employee Director under Code Section 409A prior to the payment and/or delivery to such Non-Employee Director of such amount, the Board may (i) adopt such amendments to the Plan and related Award, and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Awards hereunder, and/or (ii) take such other actions as the Board determines necessary or appropriate to comply with or exempt the Plan and/or Awards from the requirements of Code Section 409A. The Company and its Affiliates and the Board make no guarantees to any Person regarding the tax treatment of Awards or payments made or to be made under the Plan and shall have no liability with regard to any adverse tax consequences arising from any Awards or payments made or to be made under the Plan, including the failure of any Award to comply with or be exempt from Code Section 409A. Each Award and each payment under any Award shall be a separate payment for purposes of Code Section 409A.

12.11 Unfunded Status of the Plan. The Plan is intended to constitute an “unfunded” plan. With respect to any payments or benefits not yet made to a Non-Employee Director by the Company, nothing contained herein will give any rights to a Non-Employee Director that are greater than those of a general unsecured creditor of the Company.

12.12 Governing Law. The Plan and all determinations made and actions taken thereunder, to the extent not otherwise governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware, without reference to principles of conflict of laws, and construed accordingly. The Plan and Awards thereunder are not governed by or subject to the Federal law known as ERISA (the Employee Retirement Income Security Act of 1974, as amended).

12.13 Nontransferability. Except as provided below, no Award and no Shares subject to Awards that have not been issued or as to which any applicable restriction, performance or deferral period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution or as otherwise required by law, and such Award may be exercised during the life of the Non-Employee Director only by the Non-Employee Director or the Non-Employee Director’s guardian or legal representative. To the extent and under such terms and conditions as determined by the Board, a Non-Employee Director may assign or transfer an Award without consideration (each transferee thereof, a “**Permitted Assignee**”) to (i) the Non-Employee Director’s spouse, children or grandchildren (including any adopted and step children or grandchildren), parents, grandparents or siblings, (ii) to a trust in which a majority of the beneficiaries are the Non-Employee Director or the persons referred to in clause (i), (iii) to a partnership, limited liability company or corporation in which the Director or the Persons referred to in clause (i) are a majority of the partners, members or shareholders, or (iv) for charitable donations; provided that such Permitted Assignee shall be bound by and subject to all of the terms and conditions of the Plan and the Award Agreement relating to the transferred Award and shall execute an agreement satisfactory to the Company evidencing such obligations; and provided further that such Non-Employee Director shall remain bound by the terms and conditions of the Plan. The Company shall cooperate with any Permitted Assignee and the Company’s transfer agent in effectuating any transfer permitted under this Section.

12.14 No Fractional Shares. Except as otherwise determined by the Board, no fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Board may pay cash in lieu of any fractional Shares or round down to the nearest whole Share.

12.15 Plan Document Controls. This Plan and each Award Agreement constitute the entire agreement with respect to the subject matter hereof and thereof; provided, however, that in the event of any inconsistency between the Plan and such Award Agreement, the terms and conditions of the Plan shall control.

12.16 No Registration Rights; No Right to Settle in Cash. The Company has no obligation to register with any governmental body or organization any of (i) the offer or issuance of any Award, (ii) any Shares issuable upon the exercise of any Award, or (iii) the sale of any Shares issued upon exercise of any Award, regardless of whether the Company in fact undertakes to register any of the foregoing. In particular, in the event that any of (a) any offer or issuance of any Award, (b) any Shares issuable upon exercise of any Award, or (c) the sale of any Shares issued upon exercise of any Award are not registered with any governmental body or organization, the Company will not under any circumstance be required to settle its obligations, if any, under this Plan in cash.

12.17 Construction. As used in the Plan, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

12.18 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein will also include the feminine, the plural will include the singular, and the singular will include the plural.

12.19 Captions. The captions in the Plan are for convenience of reference only, and are not intended to narrow, limit or affect the substance or interpretation of the provisions contained herein.

EXHIBIT A

SHARE OWNERSHIP GUIDELINES

Non-Employee Directors of the Company must:

- Hold at least 9,000 Shares. For this purpose, Shares will be deemed held if deferred Shares or deferred RSUs, to the extent vested.
- The minimum stock ownership level must be achieved by each Non-Employee Director by the third (3rd) anniversary of such Director's initial appointment to the Board.
- Once achieved, ownership of the guideline amount should be maintained for so long as the Non-Employee Director retains his or her seat on the Board.
- There may be rare instances where these guidelines would place a hardship on a Non-Employee Director. In these cases or in similar circumstances, the Board will make the final decision as to developing an alternative stock ownership guideline for a Non-Employee Director that reflects the intention of these guidelines and his or her personal circumstances.

MONSTER BEVERAGE CORPORATION

**DEFERRED COMPENSATION PLAN
FOR NON-EMPLOYEE DIRECTORS**

Effective Date
May 1, 2017

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

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Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

ARTICLE I

Establishment and Purpose

Monster Beverage Corporation (the “Company”) hereby establishes the Monster Beverage Corporation Non-Employee Director Deferred Compensation Plan (the “Plan”), effective May 1, 2017.

The purpose of the Plan is to attract and retain non-employee members of the Board of Directors by providing them with an opportunity to defer receipt of a portion of their cash retainers and restricted stock units. The Plan is not intended to meet the qualification requirements of Code Section 401(a), but is intended to meet the requirements of Code Section 409A, and shall be operated and interpreted consistent with that intent.

The Plan constitutes an unsecured promise by the Company to pay benefits in the future. Participants in the Plan shall have the status of general unsecured creditors of the Company. The Company is solely responsible for payment of the benefits attributable to services performed by its Directors. The Plan is unfunded for Federal tax purposes. Any amounts set aside to defray Plan liabilities will remain the general assets of the Company and shall remain subject to the claims of the Company’s creditors until such amounts are distributed to the Participants.

ARTICLE II

Definitions

- 2.1 **Account.** Account means a bookkeeping account maintained by the Committee to record the payment obligation to a Participant as determined under the terms of the Plan. The Committee may maintain an Account to record the total obligation to a Participant and component Accounts to reflect amounts payable at different times and in different forms. Unless the Committee provides otherwise for one or more Participants, a Participant shall have a Separation Account and may establish up to five Specified Date Accounts. Reference to an Account means any such Account established by the Committee, as the context requires.
- 2.2 **Account Balance.** Account Balance means, with respect to any Account, the total payment obligation owed to a Participant from such Account as of the most recent Valuation Date.
- 2.3 **Beneficiary.** Beneficiary means a natural person, estate, or trust designated by a Participant in accordance with Article XI hereof to receive payments to which a Beneficiary is entitled in accordance with provisions of the Plan.
- 2.4 **Change in Control.** Change in Control means, directly or indirectly (as applied by analogy to any partnership entities) (i) a consolidation, merger or similar business combination involving the Company in which the holders of voting securities of such entity immediately prior thereto are not the holders of a majority in interest of the voting

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

securities of the surviving entity in such transaction, (ii) a sale, lease or conveyance of all or substantially all of the consolidated assets, or of 50% or more of the outstanding voting securities, of the Company in one transaction or a series of related transactions, (iii) any person or group becomes the beneficial owner of (a) 50% or more of the outstanding voting securities of the Company or (b) 35% or more of the outstanding voting securities of the Company and, in the case of this clause (b), within two years thereof, a majority of the members of the board of directors of the Company, as a result of actions taken by such beneficial owner (other than voting its voting securities in favor of any matter submitted to shareholders, and recommended, in each case, by the Board), cease to be individuals who were members of the board of directors of the Company immediately prior to such other person or group acquiring such beneficial ownership, or (c) a majority of the members of the board of directors of the Company cease to be individuals who are members of the board of directors of the Company (“Incumbent Directors”); *provided, however*, that any individual who is elected, or nominated for election, to the Company’s board with the affirmative vote of at least a majority of the Incumbent Directors at the time of such election or nomination will thereafter be classified as an Incumbent Director for this purpose. The occurrence of a Change in Control shall be determined by the Committee in good faith and its determination shall be final and binding. Notwithstanding the foregoing an event constitutes a Change in Control with respect to a Participant only if such event constitutes a change in ownership, change in effective control or a change in the ownership of a substantial portion of assets under Treasury Regulation 1.409A-3(i)(5).

- 2.5 Code. Code means the Internal Revenue Code of 1986, as amended from time to time.
- 2.6 Code Section 409A. Code Section 409A means section 409A of the Code, and regulations and other guidance issued by the Treasury Department and Internal Revenue Service thereunder.
- 2.7 Committee. Committee means the committee appointed by the Compensation Committee of the Board of Directors of the Company to administer the Plan. The Committee shall be the “Plan Administrator” unless the Board otherwise determines.
- 2.8 Company. Company means Monster Beverage Corporation, a Delaware corporation.
- 2.9 Company Contribution. Company Contribution means a credit to a Participant’s Separation Account in accordance with the provisions of Article V of the Plan. Unless the context clearly indicates otherwise, a reference to Company Contribution shall include Earnings attributable to such Company Contribution.
- 2.10 Company Stock. Company Stock means shares of common stock or tracking units in respect of common stock issued or, in the case of restricted stock units, to be issued, by the Company. Company Stock is subject to adjustment in kind and in number, as the Committee equitably determines in its sole discretion, to reflect changes in capitalization, equity restructurings, and similar extraordinary transactions.

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

- 2.11 Compensation. Compensation means a Participant’s Director’s retainer and such other cash, equity or equity-based compensation (if any) established for the Director from time to time approved by the Committee as Compensation that may be deferred under this Plan, excluding any compensation that has been previously deferred under this Plan or any other arrangement subject to Code Section 409A and excluding any compensation that is not U.S. source income.
- 2.12 Compensation Deferral Agreement. Compensation Deferral Agreement means an agreement between a Participant and the Company that specifies: (i) the amount of each component of Compensation that the Participant has elected to defer under the Plan in accordance with the provisions of Article IV, and (ii) the Payment Schedule applicable to one or more Accounts.
- 2.13 Deferral. Deferral means a credit to a Participant’s Account(s) that records that portion of the Participant’s Compensation that the Participant has elected to defer to the Plan in accordance with the provisions of Article IV. Unless the context of the Plan clearly indicates otherwise, a reference to Deferrals includes Earnings attributable to such Deferrals.
- 2.14 Director. Director means a non-employee member of the Board of Directors of the Company.
- 2.15 Disabled. Disabled means a mental or physical illness that renders a Participant totally and permanently incapable of performing the Participant’s duties for the Company; provided, however, that Disability for purposes of Code Section 409A,

to the extent applicable, shall occur only upon the occurrence of a “disability” within the meaning of Treasury Regulations Section 1.409A-3(i)(4).

- 2.16 Earnings. Earnings means an adjustment to the value of an Account in accordance with Article VII.
- 2.17 Effective Date. Effective Date means May 1, 2017.
- 2.18 Participant. Participant means an individual who has an Account Balance greater than zero.
- 2.19 Payment Schedule. Payment Schedule means the payment event or date (as is applicable) as of which payment of an Account under the Plan will commence and the form in which payment of such Account will be made.
- 2.20 Plan. Generally, the term Plan means the “Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors” as documented herein and as may be amended from time to time hereafter. However, to the extent permitted or required under Code Section 409A, the term Plan may in the appropriate context also mean a portion of the Plan that is treated as a single plan under Treas. Reg. Section 1.409A-1(c), or the Plan or portion of the Plan and any other nonqualified deferred compensation plan or portion thereof that is treated as a single plan under such section.

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

- 2.21 Plan Year. Plan Year means January 1 through December 31; provided, however, that the initial Plan Year shall be the period commencing on the Effective Date and ending on December 31, 2017.
- 2.22 Separation Account. Separation Account means an Account established by the Committee upon a Participant’s initial enrollment in the Plan to record Company Contributions and any Deferrals allocated to such Account by the Participant which are payable upon Separation from Service.
- 2.23 Separation from Service. A Director incurs a Separation from Service as a Director at the time he or she is no longer a member of the Board of Directors. Whether a Separation from Service has occurred shall be determined in accordance with Code Section 409A.
- 2.24 Specified Date Account. Specified Date Account means an Account established by the Committee to record the amounts payable in a future year as specified in the Participant’s Compensation Deferral Agreement.
- 2.25 Unforeseeable Emergency. Unforeseeable Emergency means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, the Participant’s dependent (as defined in Code section 152, without regard to section 152(b)(1), (b)(2), and (d)(1)(B)), or a Beneficiary; loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The types of events which may qualify as an Unforeseeable Emergency may be limited by the Committee.
- 2.26 Valuation Date. Valuation Date means each day on which the Common Stock is reported on NASDAQ for a regular trading session.

ARTICLE III

Eligibility and Participation

- 3.1 Eligibility and Participation. Directors are eligible to participate in the Plan upon the later of (i) the Effective Date and (ii) the date they are first seated as members of the Board of Directors. In order to become a Participant in the Plan with respect to Deferrals of Compensation, he or she must timely submit a Compensation Deferral Agreement in accordance with the provisions of Article IV.

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3.2 **Duration.** A Participant shall be eligible to defer Compensation and receive allocations of Company Contributions, subject to the terms of the Plan, for as long as such Participant remains a Director. Former Directors will not be allowed to submit future Compensation Deferral Agreements or submit modification elections described in Section 6.11, but may otherwise exercise all of the rights of a Participant under the Plan with respect to his or her Account(s). A Participant shall remain a Participant as long as his or her Account Balance is greater than zero (0). An individual shall cease being a Participant in the Plan when his Account has been reduced to zero (0).

ARTICLE IV

Deferrals

4.1 Deferral Elections, Generally.

- (a) *Time and Form; Effect.* A Participant may elect to defer Compensation by submitting a Compensation Deferral Agreement during the enrollment period established by the Committee and in the manner specified by the Committee, but in any event, in accordance with Section 4.2. A Compensation Deferral Agreement that is not timely filed with respect to a service period or component of Compensation, or that is submitted by a Participant who Separates from Service prior to the latest date such agreement would become irrevocable under Section 409A, shall be considered null and void and shall not take effect. The Committee may modify any Compensation Deferral Agreement prior to the date the election becomes irrevocable under the rules of Section 4.2.
- (b) *Maximum and Minimum Deferrals.* The Committee may permit different deferral amounts for each component of Compensation and may establish a minimum or maximum deferral amount for each such component. Unless otherwise specified by the Committee in the Compensation Deferral Agreement, Participants may defer a minimum of 5% and up to 100% of their cash Compensation and/or equity or equity-based Compensation for a Plan Year.
- (c) *Calculation.* Deferrals of cash Compensation shall be calculated with respect to the gross cash Compensation payable to the Participant, but shall be reduced by the Committee as necessary so as not to exceed 100% of the cash Compensation of the Participant remaining after all deductions required by law.
- (d) *Allocation Among Accounts; Default Allocation.* The Participant shall specify on his or her Compensation Deferral Agreement the amount of Deferrals and whether to allocate Deferrals to the Separation Account or to one or more Specified Date Accounts. If no designation is made, Deferrals shall be allocated to the Separation Account.

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4.2 Timing Requirements for Compensation Deferral Agreements.

- (a) *First Year of Eligibility.* In the case of the first year in which a Director becomes eligible to participate in the Plan, the Committee may permit him or her to submit a Compensation Deferral Agreement during the enrollment period established by the Committee, which enrollment period shall not extend beyond the date which is 30 days after the effective date of his or her participation established under Section 3.1. The Compensation Deferral Agreement described in this paragraph becomes irrevocable 30 days after the effective date of the individual's eligibility to participate in the Plan.

A Compensation Deferral Agreement filed under this paragraph applies to Compensation earned for pay periods beginning on and after the end of the enrollment period specified by the Committee.

- (b) *Prior Year Election.* Except as otherwise provided in this Section 4.2, the Committee may permit a Director to defer Compensation for a year by filing a Compensation Deferral Agreement no later than December 31 of the year prior to the year in which the Compensation to be deferred is earned. A Compensation Deferral Agreement filed under this paragraph shall become irrevocable with respect to such Compensation as of January 1 of the year in which such Compensation is earned.
- (c) *Certain Forfeitable Rights.* With respect to a legally binding right to a payment in a subsequent year that is subject to a forfeiture condition requiring the Participant's continued services for a period of at least 12 months from the date the Participant obtains the legally binding right, the Committee may permit a Director to defer such Compensation by filing a Compensation Deferral Agreement on or before the 30th day after the legally binding right to the Compensation accrues, provided that the Compensation Deferral Agreement is submitted at least 12 months in advance of the earliest date on which the forfeiture condition could lapse. The Compensation Deferral Agreement described in this paragraph becomes irrevocable after such 30th day. If the forfeiture condition applicable to the payment lapses before the end of such 12-month period as a result of the Participant's death or disability (as defined in Treas. Reg. Section 1.409A-3(i)(4)) or upon a Change in Control (as defined in Treas. Reg. Section 1.409A-3(i)

(5)), the Compensation Deferral Agreement will be void unless it would be considered timely under another rule described in this Section.

- (d) *Automatic Renewals.* The Committee, in its discretion, may provide that Compensation Deferral Agreements will continue in effect for subsequent years or performance periods by communicating that intention to Participants in writing prior to the date Compensation Deferral Agreements become irrevocable under this Section 4.2. An evergreen Compensation Deferral Agreement may be

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terminated or modified prospectively with respect to Compensation for which such election remains revocable under this Section 4.2. A Participant whose Compensation Deferral Agreement is cancelled in accordance with Section 4.6 will be required to file a new Compensation Deferral Agreement under this Article IV in order to recommence Deferrals under the Plan.

- 4.3 Allocation of Deferrals; Minimum Deferral Periods for Specified Date Accounts. A Compensation Deferral Agreement may allocate Deferrals to the Separation Account or to one or more Specified Date Accounts. The Committee may establish any minimum deferral periods for the establishment of a Specified Date Account (for example, the third Plan Year following the year Compensation is first allocated to such accounts.). The minimum deferral period for Company Stock subject to a vesting schedule is the calendar year next following the year such Company Stock is fully vested. In the event a Participant's Compensation Deferral Agreement allocates Compensation to a Specified Date Account that does not satisfy the minimum deferral period established by the Committee (if any), the Committee shall modify the election by establishing a new Specified Date Account commencing payment in the earliest Plan Year that satisfies the minimum deferral requirement. If such Account cannot be established (for example, if the Participant has exhausted his or her allotment of Specified Date Accounts) the Committee will allocate such Deferrals to the Specified Date Account with a commencement date next following the minimum deferral period and if no such Account is available, to the Separation Account.
- 4.4 Deductions from Pay. The Committee has the authority to determine the payroll practices under which any component of Compensation subject to a Compensation Deferral Agreement will be deducted from a Participant's Compensation.
- 4.5 Vesting. Participant Deferrals of cash Compensation shall be 100% vested at all times. Deferrals of cash or equity-based vesting awards (for example, restricted stock units) shall become vested in accordance with the provisions of the underlying award.
- 4.6 Cancellation of Deferrals. The Committee will cancel a Participant's Deferrals: (i) for the balance of the Plan Year in which an Unforeseeable Emergency occurs, and (ii) during periods in which the Participant is unable to perform the duties of his or her position or any substantially similar position due to a mental or physical impairment that can be expected to result in death or last for a continuous period of at least six months, provided cancellation occurs by the later of the end of the taxable year of the Participant or the 15th day of the third month following the date the Participant incurs the disability (as defined in this paragraph (ii)).

ARTICLE V

Company Contributions

- 5.1 Company Contributions. The Company may, from time to time in its sole and absolute discretion, credit discretionary contributions to any Participant in any amount determined by the Company. Such contributions will be credited to a Participant's Separation Account and may be subject to vesting conditions and such other terms and conditions as determined in the Company's sole and absolute discretion.

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ARTICLE VI

Payments from Accounts

- 6.1 Payment on Earliest Event; General Rules. A Participant's Accounts become payable upon the first to occur of the payment events applicable to each such Account under Sections 6.2 through 6.7. Payment events and Payment Schedules elected by

the Participant shall be set forth in a Compensation Deferral Agreement that establishes the Account to which such elections apply in accordance with Article IV or in a modification election applicable to such Account as described in Section 6.11.

Intervening Events. Death, Disability and Change in Control are intervening payment events to the extent described in Sections 6.4, 6.5 and 6.6.

Valuation Date. Payment amounts are based on Account Balances as of the Valuation Date on which actual payment is made.

Payment in Stock. All Accounts are payable in shares of common stock of the Company with one share equal in value to one unit of Company Stock. Fractional shares are paid in cash.

6.2 Specified Date Accounts. A Specified Date Account becomes payable in the calendar year designated by the Participant.

Commencement. Payment will be made not later than December 31 of such year.

Form of Payment. Lump sum, unless the Participant elected annual installments up to five (5) years.

Minimum Account Balance. Notwithstanding any Participant election, if a Specified Date Account Balance is not more than \$25,000 on January 1 of the year payments commence, payment will be made in a single lump sum.

6.3 Separation from Service. A Participant's Accounts that have not commenced payment become payable upon Separation from Service.

Commencement. Calendar year next following the year Separation from Service occurs, with payment made no later than December 31 of such year. A Participant may elect to commence payment upon Separation from Service.

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Form of Payment. Payment will be made in a lump sum unless the Participant elected to receive his or her Separation Account in annual installments up to fifteen (15) years. The payment election for the Separation Account shall apply to all Accounts payable under this Section 6.3 upon Separation from Service.

Minimum Balances. Notwithstanding the foregoing, if a Participant's Accounts payable under this Section 6.3 are not more than \$25,000 determined as of Separation from Service, the Participant's Accounts will be paid in a single lump sum, even if the actual payment exceeds the required minimum balance.

6.4 Disability. A Participant's Accounts will be paid upon the Participant's Disability, regardless of whether such Accounts have commenced payment under Section 6.2.

Commencement. Upon the Participant's Disability.

Form of Payment. Payment will be made in a single lump sum.

6.5 Change in Control. A Participant's Accounts will be paid upon a Change in Control regardless of whether such Accounts are payable under Sections 6.2, 6.3 or 6.4 at the time of the Change in Control.

Commencement. Upon a Change in Control.

Form of Payment. Payment will be made in a single lump sum.

Valuation. Participant Accounts will be valued as of the date the Change in Control occurs in order to identify the portion of a Participant's Account Balance payable upon the Change in Control. The Change in Control payment will be re-valued prior to payment as set forth in Section 6.1.

6.6 Death. A Participant's Accounts will be paid to his or her designated Beneficiary upon the Participant's death, regardless of whether such Accounts are payable under Sections 6.2 through 6.5 at the time of the Participant's death.

Commencement. As soon as practicable following the Participant's death, but no later than December 31st of the calendar year following the year of the Participant's death.

Form of Payment. Payment will be made in a single lump sum.

- (a) *Designation of Beneficiary in General.* The Participant may designate a Beneficiary in the manner and on such terms and conditions as the Committee may prescribe. No such designation shall become effective unless filed with the Committee during the Participant's lifetime. Any designation shall remain in effect until a new designation is filed with the Committee; provided, however, that in the event a Participant designates his or her spouse as a Beneficiary, such

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designation shall be automatically revoked upon the dissolution of the marriage unless, following such dissolution, the Participant submits a new designation naming the former spouse as a Beneficiary. A Participant may from time to time change his or her designated Beneficiary without the consent of a previously-designated Beneficiary by filing a new designation with the Committee.

- (b) *No Beneficiary.* If a designated Beneficiary does not survive the Participant, or if there is no valid Beneficiary designation, amounts payable under the Plan upon the death of the Participant shall be paid to the Participant's spouse, or if there is no surviving spouse, then to the duly appointed and currently acting personal representative of the Participant's estate.

- 6.7 Unforeseeable Emergency. A Participant who experiences an Unforeseeable Emergency may submit a written request to the Committee to receive payment of all or any portion of his or her vested Accounts. If the emergency need cannot be relieved by cessation of Deferrals to the Plan, the Committee may approve an emergency payment therefrom not to exceed the amount reasonably necessary to satisfy the need, taking into account the additional compensation that is available to the Participant as the result of cancellation of deferrals to the Plan, including amounts necessary to pay any taxes or penalties that the Participant reasonably anticipates will result from the payment. The amount of the emergency payment shall be subtracted first from the Participant's Separation Accounts beginning with the Account with the longest Payment Schedule, and then from any Specified Date Accounts, beginning with the Specified Date Account with the latest payment commencement date. Emergency payments shall be paid in a single lump sum within the 90-day period following the date the payment is approved by the Committee.
- 6.8 Administrative Cash-Out of Small Balances. Notwithstanding anything to the contrary in this Article VI, the Committee may at any time and without regard to whether a payment event has occurred, direct in writing an immediate lump sum payment of the Participant's Accounts if the balance of such Accounts, combined with any other amounts required to be treated as deferred under a single plan pursuant to Code Section 409A, does not exceed the applicable dollar amount under Code Section 402(g)(1)(B), provided any other such aggregated amounts are also distributed in a lump sum at the same time. Such lump sum payment shall automatically be made if the balance of such Accounts does not exceed the applicable dollar amount under Code Section 402(g)(1)(B) at the time the Participant Separates from Service.
- 6.9 Acceleration of or Delay in Payments. Notwithstanding anything to the contrary in this Article VI, the Committee, in its sole and absolute discretion, may elect to accelerate the time or form of payment of an Account, provided such acceleration is permitted under Treas. Reg. Section 1.409A-3(j)(4). The Committee may also, in its sole and absolute discretion, delay the time for payment of an Account, to the extent permitted under Treas. Reg. Section 1.409A-2(b)(7).

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- 6.10 Rules Applicable to Installment Payments. If a Payment Schedule specifies installment payments, annual payments will be made beginning as of the payment commencement date for such installments and shall continue to be made in January of each subsequent calendar year until the number of installment payments specified in the Payment Schedule has been paid. The amount of each installment payment shall be determined by dividing (a) by (b), where (a) equals the Account Balance as of the last Valuation Date preceding the month of payment and (b) equals the remaining number of installment payments. Installment payment will be made in whole shares with any fractional shares rounded down until the final installment payment. Any fractional shares remaining in the final installment payment will be paid in cash. For purposes of Section 6.9, installment payments will be treated as a single form of payment. If an Account is payable in installments, the Account will continue to be credited with Earnings in accordance with Article VI hereof until the Account is completely distributed.
- 6.11 Modifications to Payment Schedules. A Participant may modify the Payment Schedule described in Sections 6.2 or 6.3, consistent with the permissible Payment Schedules available under such sections, provided such modification complies with

the requirements of this Section 6.11.

- (a) *Time of Election.* The modification election must be submitted to the Committee (i) for modifications to a fixed date or payment schedule, not later than 12 months prior to such fixed date or the first day of such payment schedule in effect prior to modification and (ii) for modifications to a payment or payments commencing upon Separation from Service, not later than 12 months prior to the Participant's Separation from Service.

Example. A modification to a Payment Schedule commencing the year immediately following the year Separation from Service occurs may be filed with the Committee no later than January 1 of the year Separation from Service occurs. A modification to a payment commencing on Separation from Service may be filed with the Committee no later than 12 months prior to Separation from Service.

- (b) *Date of Payment under Modified Payment Schedule.* The date payments are to commence under the modified Payment Schedule must be (i) for modifications to a fixed date or payment schedule, no earlier than five years after the fixed date or payment commencement date under the payment schedule in effect prior to modification or (ii) for modifications to payments commencing upon Separation from Service, five years after Separation from Service.
- (c) *Irrevocability; Effective Date.* A modification election may be revoked or modified up to 12 months after it is filed with the Committee. The election is effective 12 months after it is filed with the Committee.

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- (e) *Effect on Accounts.* An election to modify a Payment Schedule is specific to the Account or payment event to which it applies, and shall not be construed to affect the Payment Schedules or payment events of any other Accounts.

ARTICLE VII

Valuation of Account Balances; Investments

- 7.1 Valuation. Deferrals shall be credited to appropriate Accounts on the date such Compensation would have been paid to the Participant absent the Compensation Deferral Agreement. Company contributions shall be credited to the Separation Account at the times determined by the Committee. Valuation of Accounts shall be performed under procedures approved by the Committee.

Cash Deferrals will be converted to Company Stock by dividing the dollar amount of the Deferral by the closing price per share of common stock of the Company on the fifth Valuation Date following the conclusion of the applicable calendar quarter. Company Stock may be credited to an Account in whole and fractional shares.

- 7.2 Earnings Credit; Dividend Equivalents. Each Account will be credited with Earnings on each Valuation Date, based upon the performance of Company Stock. Dividend equivalents, if any, will be credited as of the day dividends are paid with respect to the common stock of the Company and will be converted to Company Stock as provided in Section 7.1

ARTICLE VIII

Administration

- 8.1 Plan Administration. This Plan shall be administered by the Committee which shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of this Plan and to utilize its discretion to decide or resolve any and all questions, including but not limited to eligibility for benefits and interpretations of this Plan and its terms, as may arise in connection with the Plan.

- 8.2 Administration Upon Change in Control. Upon a Change in Control, the Committee, as constituted immediately prior to such Change in Control, shall continue to act as the Committee. The Committee, by a vote of a majority of its members, shall have the authority (but shall not be obligated) to appoint an independent third party to act as the Committee.

Upon such Change in Control, the Company may not remove the Committee or its members, unless a majority of Participants and Beneficiaries with Account Balances consent to the removal and replacement of the Committee.

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The Company shall, with respect to the Committee identified under this Section: (i) pay all reasonable expenses and fees of the Committee, (ii) indemnify the Committee (including individuals serving as Committee members) against any costs, expenses and liabilities including, without limitation, attorneys' fees and expenses arising in connection with the performance of the Committee's duties hereunder, except with respect to matters resulting from the Committee's gross negligence or willful misconduct, and (iii) supply full and timely information to the Committee on all matters related to the Plan, Participants, Beneficiaries and Accounts as the Committee may reasonably require.

- 8.3 Indemnification. The Company shall indemnify and hold harmless each employee, officer, director, agent or organization, to whom or to which are delegated duties, responsibilities, and authority under the Plan or otherwise with respect to administration of the Plan, including, without limitation, the Committee, its delegees and its agents, against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him or it (including but not limited to reasonable attorneys' fees) which arise as a result of his or its actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by the Company. Notwithstanding the foregoing, the Company shall not indemnify any person or organization if his or its actions or failure to act are due to gross negligence or willful misconduct or for any such amount incurred through any settlement or compromise of any action unless the Company consents in writing in advance to such settlement or compromise.
- 8.4 Delegation of Authority. In the administration of this Plan, the Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who shall be legal counsel to the Company.
- 8.5 Binding Decisions or Actions. The decision or action of the Committee in respect of any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.
- 8.6 Consistency. The Committee's determinations hereunder need not be uniform and may be made by the Committee selectively among persons who receive or are eligible to receive benefits under the Plan.

ARTICLE IX

Amendment and Termination

- 9.1 Amendment and Termination. The Company may at any time and from time to time amend the Plan or may terminate the Plan as provided in this Article IX.

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- 9.2 Amendments. The Company, by action taken by its Board of Directors, may amend the Plan at any time and for any reason, provided that any such amendment shall not reduce the vested Account Balances of any Participant accrued as of the date of any such amendment or restatement (as if the Participant had incurred a voluntary Separation from Service on such date). The Board of Directors of the Company may delegate to the Committee the authority to amend the Plan without the consent of the Board of Directors for the purpose of: (i) conforming the Plan to the requirements of law; (ii) facilitating the administration of the Plan; (iii) clarifying provisions based on the Committee's interpretation of the Plan documents; and (iv) making such other amendments as the Board of Directors may authorize.
- 9.3 Termination. The Company, by action taken by its Board of Directors, may terminate the Plan and pay Participants and Beneficiaries their Account Balances in a single lump sum at any time, to the extent and in accordance with Treas. Reg. Section 1.409A-3(j)(4)(ix) without the prior consent of any Participant or Beneficiary.
- 9.4 Accounts Taxable Under Code Section 409A. The Plan is intended to constitute a plan of deferred compensation that meets the requirements for deferral of income taxation under Code Section 409A. The Committee, pursuant to its authority to interpret the Plan, may sever from the Plan or any Compensation Deferral Agreement any provision or exercise of a right that otherwise would result in a violation of Code Section 409A. The Plan shall at all times be interpreted in accordance with such intent. Notwithstanding the foregoing, the Company and the Committee make no guarantee about the tax treatment of any payment due hereunder and, to the extent any tax, interest or penalty under Section 409A becomes due with respect to any amount due pursuant to the Plan, the liability for any such tax, interest or penalty, and any additional amounts related thereto, shall be the sole responsibility of the Participant.

ARTICLE X

Informal Funding

10.1 **General Assets.** Obligations established under the terms of the Plan may be satisfied from the general funds of the Company. No Participant, spouse or Beneficiary shall have any right, title or interest whatever in assets of the Company. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between the Company and any Director, spouse, or Beneficiary. To the extent that any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Company.

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ARTICLE XI

General Provisions

11.1 Arbitration.

- (a) *Prior to Change in Control.* If, prior to a Change in Control, any claim or controversy between the Company and a Participant or Beneficiary shall be submitted to and resolved exclusively by expedited binding arbitration by a single arbitrator. Arbitration shall be conducted in accordance with the following procedures:

Any dispute or claim arising from this Agreement or the breach thereof shall be settled by binding arbitration conducted by JAMS in accordance with the JAMS comprehensive Arbitration Rules and Procedures (“Rules”). The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, in Orange County, California. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Within seven (7) calendar days after appointment the arbitrator shall set the hearing date, which shall be within ninety (90) calendar days after the filing date of the demand for arbitration. The parties agree to a mutual exchange of relevant documents and the taking of up to a maximum of five (5) depositions by each party to last no more than two (2) calendar days in aggregate for each party. Both parties waive the right, if any, to obtain any award for exemplary or punitive damages or any other amount for the purpose or imposing a penalty from the other in any arbitration or judicial proceeding or other adjudication arising out of or with respect to this Agreement, or any breach hereof, including without limitation any claim that said Agreement, or any part hereof, is invalid, illegal or otherwise voidable or void. In addition to all other relief, the arbitrator shall have the power to award reasonable attorneys’ fees to the prevailing party. The arbitrator shall make its/his or her award no later than seven (7) calendar days after the close of evidence or the submission of final briefs, whichever occurs later. Notwithstanding anything to the contrary, if either party desires to seek injunctive or other equitable relief that does not involve the payment of money, then those claims shall be brought in a state or federal court located in Orange County, California, and the parties hereby irrevocably and unconditionally consent to personal jurisdiction of such courts and venue in Orange County, California in any such action for injunctive or equitable relief.

In any arbitration hereunder, the Company shall pay all administrative fees of the arbitration and all fees of the arbitrator, only to the extent necessary to enforce this arbitration provision, and in all other cases such fees shall be split by the parties to such arbitration.

The arbitrator shall have no authority to add to or to modify this Plan, shall apply all applicable law as described herein, and except as provided herein shall have no lesser and no greater remedial authority than would a court of law resolving the same claim or controversy. The arbitrator shall, upon an appropriate motion, dismiss any claim without an evidentiary hearing if the party bringing the motion establishes that it would be entitled to summary judgment if the matter had been pursued in court litigation.

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The decision of the arbitrator shall be final, binding, and non-appealable, and may be enforced as a final judgment in any court of competent jurisdiction.

This arbitration provision of the Plan shall extend to claims against any parent, subsidiary, or affiliate of each party, and, when acting within such capacity, any officer, director, shareholder, Participant, Beneficiary, or agent of any party, or of any of the above, and shall apply as well to claims arising out of state and federal statutes and local ordinances as well as to claims arising under the common law or under this Plan.

Any arbitration hereunder shall be conducted in accordance with the Federal Arbitration Act: provided, however, that, in the event of any inconsistency between the rules and procedures of the Act and the terms of this Plan, the terms of this Plan shall prevail.

If any of the provisions of this Section 11.1(a) are determined to be unlawful or otherwise unenforceable, in the whole part, such determination shall not affect the validity of the remainder of this section and this section shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible and to insure that the resolution of all conflicts between the parties, including those arising out of statutory claims, shall be resolved by neutral, binding arbitration. If a court should find that the provisions of this Section 11.1(a) are not absolutely binding, then the parties intend any arbitration decision and award to be fully admissible in evidence in any subsequent action, given great weight by any finder of fact and treated as determinative to the maximum extent permitted by law.

The parties do not agree to arbitrate any putative class action or any other representative action. The parties agree to arbitrate only the claims(s) of a single Participant or Beneficiary.

(b) *Upon Change in Control.* Upon a Change in Control, Section 11.1(a) shall not apply and any legal action initiated by a Participant or Beneficiary to enforce his or her rights under the Plan may be brought in any court of competent jurisdiction.

11.2 Assignment. No interest of any Participant, spouse or Beneficiary under this Plan and no benefit payable hereunder shall be assigned as security for a loan, and any such purported assignment shall be null, void and of no effect, nor shall any such interest or any such benefit be subject in any manner, either voluntarily or involuntarily, to anticipation, sale, transfer, assignment or encumbrance by or through any Participant, spouse or Beneficiary. Notwithstanding anything to the contrary herein, however, the Committee has the discretion to make payments to an alternate payee in accordance with the terms of a domestic relations order (as defined in Code Section 414(p)(1)(B)) in a manner consistent with Code Section 409A to the extent applicable.

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The Company may assign any or all of its liabilities under this Plan in connection with any restructuring, recapitalization, sale of assets or other similar transactions without the consent of the Participant. Nothing in this Plan shall in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets, or issue bonds, debentures, preferred or prior preference units, or take any other corporate act or proceeding whether of a similar character or otherwise.

11.3 No Right to Continued Service. Nothing contained herein shall be construed to obligate the Company to continue a Participant's service as a Director or other service provider.

11.4 No Legal or Equitable Rights or Interest. No Participant or other person shall have any legal or equitable rights or interest in this Plan that are not expressly granted in this Plan. Participation in this Plan does not give any person any right to be retained in the service of the Company. The right and power of the Board of Directors to dismiss or discharge a Director is expressly reserved. The Company makes no representations or warranties as to the tax consequences to a Participant or a Participant's Beneficiaries resulting from a deferral of income pursuant to the Plan.

11.5 Notice. Any notice or filing required or permitted to be delivered to the Committee under this Plan shall be delivered in writing, in person, or through such electronic means as is established by the Committee. Notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Written transmission shall be sent by certified mail to:

**MONSTER BEVERAGE CORPORATION
ATTN: HUMAN RESOURCES
1 MONSTER WAY
CORONA, CA 92879**

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing or hand-delivered, or sent by mail to the last known address of the Participant.

11.6 Headings. The headings of Sections are included solely for convenience of reference, and if there is any conflict between such headings and the text of this Plan, the text shall control.

11.7 Invalid or Unenforceable Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Committee may elect in its sole discretion to construe

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

- 11.8 Lost Participants or Beneficiaries. Any Participant or Beneficiary who is entitled to a benefit from the Plan has the duty to keep the Committee advised of his or her current mailing address. If benefit payments are returned to the Plan or are not presented for payment after a reasonable amount of time, the Committee shall presume that the payee is missing. The Committee, after making such efforts as in its discretion it deems reasonable and appropriate to locate the payee, shall stop payment on any uncashed checks and may discontinue making future payments until contact with the payee is restored.
- 11.9 Facility of Payment to a Minor; Incompetent. If a distribution is to be made to a minor, or to a person who is otherwise incompetent, then the Committee may, in its discretion, make such distribution: (i) to the legal guardian, or if none, to a parent of a minor payee with whom the payee maintains his or her residence, or (ii) to the conservator or committee or, if none, to the person having custody of an incompetent payee. Any such distribution shall fully discharge the Committee, the Company, and the Plan from further liability on account thereof.
- 11.10 Governing Law. The laws of the State of California shall govern the construction and administration of the Plan and any disputes arising hereunder shall be adjudicated consistent with the terms of the Plan in Orange County, California.
- 11.11 Data Privacy. As a condition to participation, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this subsection by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in this Plan. The Company and its affiliates may hold certain personal information about a Participant, including but not limited to, the Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares held in the Company or any of its subsidiaries and affiliates, details of participation and account balances, in each case, for the purpose of implementing, managing and administering this Plan (the "Data"). The Company and its affiliates may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of a Participant's participation in this Plan, and the Company and its affiliates may each further transfer the Data to any third parties assisting the Company and its affiliates in the implementation, administration and management of this Plan. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. Through participation in the Plan, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in this Plan. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage the Participant's participation in this Plan. A Participant may, at any time, view the Data held by the Company or its affiliates with respect to such Participant, request additional information about the storage and

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative.

- 11.12 ERISA. The Plan is not intended to qualify as an "employee benefit plan" (as such term is defined under Section 3(3)) of the Employee Retirement Income Act of 1974, as amended, and, accordingly, this Plan is not subject to ERISA.

[SIGNATURE PAGE FOLLOWS.]

Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors

IN WITNESS WHEREOF, the undersigned executed this Plan as of the 21st day of June, 2017, to be effective as of the Effective Date.

MONSTER BEVERAGE CORPORATION

/s/ Hilton H. Schlosberg

Hilton H. Schlosberg, President

Katten

Katten Muchin Rosenman LLP

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 New York, NY 10022-2585
 212.940.8800 tel
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June 21, 2017

Monster Beverage Corporation
 1 Monster Way
 Corona, California 92879

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Monster Beverage Corporation, a Delaware corporation (the "Company"), in connection with the filing of a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of (i) 1,250,000 shares of common stock, \$0.005 par value per share (the "Shares") of the Company under the Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors (the "Plan") and (ii) \$20,000,000 in deferred compensation obligations (the "Obligations") of the Company under the Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors (the "Deferral Plan," a sub-plan of the Plan, and, together with the Plan, the "Plans"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the following:

1. The Registration Statement;
2. The Company's Amended and Restated Certificate of Incorporation, as currently in effect;
3. The Company's Amended and Restated Bylaws, as currently in effect;
4. The Plan and Deferral Plan documents under which the Plans are established and maintained;
5. Records of proceedings and actions of the Board of Directors and stockholders of the Company relating to the Plans; and

AUSTIN CENTURY CITY CHARLOTTE CHICAGO HOUSTON IRVING LOS ANGELES
 NEW YORK ORANGE COUNTY SAN FRANCISCO BAY AREA SHANGHAI WASHINGTON, DC
 LONDON: KATTEN MUCHIN ROSENMAN UK LLP
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6. Such other instruments, documents, statements and records of the Company and others as we have deemed relevant and necessary to examine and rely upon for the purpose of this opinion.

In connection with this opinion, we have assumed the legal capacity of all natural persons, the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the due authority of the parties signing such documents, the authenticity of the documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduced copies. We have also assumed that, at the time of issuance of the Shares, (i) any and all agreements related to the issuance of the Shares under the Plan will conform to the forms of award agreements, as applicable, reviewed by us, and will have been duly executed and delivered by the Company and, as applicable, the recipients of the Shares, (ii) the Committee (as defined in the Plan) will have approved the issuance of the awards under the Plan, and (iii) any cash consideration payable to the Company in connection with any issuance of the Shares will not be less than the par value per share of the Common Stock.

Based upon and subject to the foregoing and the other matters set forth herein, it is our opinion that when (i) the Shares are issued and delivered by the Company and (to the extent applicable) paid for in accordance with the terms of the Plan and the relevant award agreements, and (ii) certificates representing the Shares in the form of the specimen certificates examined by us have been manually signed by an authorized officer of the transfer agent and registrar for

the Common Stock, or the Shares have been registered and issued electronically by such transfer agent and registrar for the Common Stock, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

Based upon and subject to the foregoing, and the other matters set forth herein, it is our opinion that when the Obligations are issued in accordance with the terms of the Deferral Plan, such Obligations will be valid and binding obligations of the Company, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally, and to general equitable principles, including concepts of commercial reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

Our opinion expressed above is limited to the laws of the State of California and the Delaware General Corporation Law. We do not express any opinion concerning any other laws. This opinion is given as of the date hereof, and we assume no obligation to advise you of changes that may hereafter be brought to our attention.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ KATTEN MUCHIN ROSENMAN LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports relating to the consolidated financial statements and financial statement schedule of Monster Beverage Corporation and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting dated March 1, 2017, appearing in the Annual Report on Form 10-K of Monster Beverage Corporation for the year ended December 31, 2016.

/s/ Deloitte & Touche LLP

Costa Mesa, California
June 21, 2017
