

UNITED STATES
SECURITIES & EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 15)*

Monster Beverage Corporation
(Name of Issuer)

Common Stock
(Title of Class of Securities)

611740101
(CUSIP Number)

Rodney C. Sacks
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Corona, California 92880
(951) 739-6200

With a copy to:

Michael R. Littenberg, Esq.
Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
(212) 756-2000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 14, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box o.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 611740101

13D/A

-
- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Brandon Limited Partnership No. 1

- (2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

- (3) SEC Use Only
-

- (4) Source of Funds (See Instructions)
WC (See Item 3)
-

- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
-

(6) Citizenship or Place of Organization
Cayman Islands

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
1,931,856

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
1,931,856

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
1,931,856

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
1.2%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Brandon Limited Partnership No. 2

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
WC (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Cayman Islands

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
9,815,648

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
9,815,648

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
9,815,648

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
5.9%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Rodney Cyril Sacks

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
United States of America

(7) Sole Voting Power
4,526,299

(8) Shared Voting Power
21,143,748

(9) Sole Dispositive Power
4,526,299

(10) Shared Dispositive Power
21,143,748

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
25,670,047

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
15.2%

(14) Type of Reporting Person (See Instructions)
IN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
United Kingdom

(7) Sole Voting Power
4,472,747

(8) Shared Voting Power
21,143,748

(9) Sole Dispositive Power
4,472,747

(10) Shared Dispositive Power
21,143,748

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
25,616,495

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
15.2%

(14) Type of Reporting Person (See Instructions)
IN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

HRS Holdings, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

| | | |
|---|--|---------------------------------------|
| Number of Shares Beneficially Owned by Each Reporting Person With | (7) | Sole Voting Power 0 |
| | (8) | Shared Voting Power 1,415,732 |
| | (9) | Sole Dispositive Power 0 |
| | (10) | Shared Dispositive Power 1,415,732 |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person 1,415,732 | |
| (12) | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> | |
| (13) | Percent of Class Represented by Amount in Row (11) 0.9% | |
| (14) | Type of Reporting Person (See Instructions) PN | |

CUSIP No. 611740101 13D/A

| | | |
|---|--|---------------------------------------|
| (1) | Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (Entities Only) Hilrod Holdings, L.P. | |
| (2) | Check the Appropriate Box if a Member of a Group (See Instructions) | |
| (a) | <input checked="" type="checkbox"/> | |
| (b) | <input type="checkbox"/> | |
| (3) | SEC Use Only | |
| (4) | Source of Funds (See Instructions) PF (See Item 3) | |
| (5) | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> | |
| (6) | Citizenship or Place of Organization Delaware | |
| | (7) | Sole Voting Power 0 |
| Number of Shares Beneficially Owned by Each Reporting Person With | (8) | Shared Voting Power 6,305,140 |
| | (9) | Sole Dispositive Power 0 |
| | (10) | Shared Dispositive Power 6,305,140 |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person 6,305,140 | |
| (12) | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> | |

(13) Percent of Class Represented by Amount in Row (11)
3.8%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings IV, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

(8) Shared Voting Power
184,924

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
184,924

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
184,924

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings V, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

(8) Shared Voting Power
71,428

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
71,428

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
71,428

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings VI, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares

Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
257,900

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
257,900

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
257,900

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.2%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings VII, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
40,072

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
40,072

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
40,072

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings VIII, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
189,528

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
189,528

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
189,528

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings IX, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
482,196

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
482,196

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
482,196

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

(13) Percent of Class Represented by Amount in Row (11)
0.3%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings X, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each

(8) Shared Voting Power
92,332

Reporting
Person With

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
92,332

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
92,332

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings XI, L.P.

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
Delaware

(7) Sole Voting Power
0

(8) Shared Voting Power
186,636

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
186,636

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
186,636

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.1%

(14) Type of Reporting Person (See Instructions)
PN

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Hilrod Holdings XII, L.P.

- (2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

- (3) SEC Use Only

- (4) Source of Funds (See Instructions)
PF (See Item 3)

- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

- (6) Citizenship or Place of Organization
Delaware

- (7) Sole Voting Power
0

- (8) Shared Voting Power
170,356

- (9) Sole Dispositive Power
0

- (10) Shared Dispositive Power
170,356

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person
170,356

- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

- (13) Percent of Class Represented by Amount in Row (11)
0.1%

- (14) Type of Reporting Person (See Instructions)
PN

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2

- (2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

- (3) SEC Use Only
-
- (4) Source of Funds (See Instructions)
PF (See Item 3)
-
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
- (6) Citizenship or Place of Organization
California
-
- (7) Sole Voting Power
30,068
-
- Number of Shares Beneficially Owned by Each Reporting Person With
- (8) Shared Voting Power
0
-
- (9) Sole Dispositive Power
30,068
-
- (10) Shared Dispositive Power
0
-
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person
30,068
-
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
-
- (13) Percent of Class Represented by Amount in Row (11)
0.0%
-
- (14) Type of Reporting Person (See Instructions)
OO
-

CUSIP No. 611740101

13D/A

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2
-
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)
- (a) x
-
- (b) o
-
- (3) SEC Use Only
-
- (4) Source of Funds (See Instructions)
PF (See Item 3)
-
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-
- (6) Citizenship or Place of Organization
California
-
- Number of Shares Beneficially Owned by Each Reporting Person With
- (7) Sole Voting Power
77,121
-
- (8) Shared Voting Power
0
-
- (9) Sole Dispositive Power

77,121

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
77,121

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

CUSIP No. 611740101

13D/A

(1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

RCS Direct 2010 Grantor Retained Annuity Trust

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

(3) SEC Use Only

(4) Source of Funds (See Instructions)
PF (See Item 3)

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization
California

(7) Sole Voting Power
56,020

(8) Shared Voting Power
0

(9) Sole Dispositive Power
56,020

(10) Shared Dispositive Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
56,020

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
0.0%

(14) Type of Reporting Person (See Instructions)
OO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

RCS Direct 2010 Grantor Retained Annuity Trust #2

- (2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

- (3) SEC Use Only

- (4) Source of Funds (See Instructions)
PF (See Item 3)

- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

- (6) Citizenship or Place of Organization
California

(7) Sole Voting Power
11,996

(8) Shared Voting Power
0

(9) Sole Dispositive Power
11,996

(10) Shared Dispositive Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

- (11) Aggregate Amount Beneficially Owned by Each Reporting Person
11,996

- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

- (13) Percent of Class Represented by Amount in Row (11)
0.0%

- (14) Type of Reporting Person (See Instructions)
OO

- (1) Names of Reporting Persons
I.R.S. Identification Nos. of Above Persons (Entities Only)

RCS Direct 2011 Grantor Retained Annuity Trust

- (2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

- (3) SEC Use Only

| | |
|---|---|
| (4) | Source of Funds (See Instructions) PF (See Item 3) |
| (5) | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> |
| (6) | Citizenship or Place of Organization California |
| Number of Shares Beneficially Owned by Each Reporting Person With | (7) Sole Voting Power 149,488 |
| | (8) Shared Voting Power 0 |
| | (9) Sole Dispositive Power 149,488 |
| | (10) Shared Dispositive Power 0 |
| (11) | Aggregate Amount Beneficially Owned by Each Reporting Person 149,488 |
| (12) | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> |
| (13) | Percent of Class Represented by Amount in Row (11) 0.1% |
| (14) | Type of Reporting Person (See Instructions) OO |

CUSIP No. 611740101

13D/A

Introduction

This Amendment No. 15 ("Amendment No. 15") amends the statement on Schedule 13D dated November 21, 1990 (the "Original Statement"), as amended by Amendment No. 1 dated March 29, 1991 ("Amendment No. 1"), Amendment No. 2 dated June 11, 1993 ("Amendment No. 2"), Amendment No. 3 dated August 29, 1994 ("Amendment No. 3"), Amendment No. 4 dated November 22, 2004 ("Amendment No. 4"), Amendment No. 5 dated December 1, 2004 ("Amendment No. 5"), Amendment No. 6 dated December 29, 2005 ("Amendment No. 6"), Amendment No. 7 dated January 13, 2006 ("Amendment No. 7"), Amendment No. 8 dated February 2, 2006 ("Amendment No. 8"), Amendment No. 9 dated February 23, 2010 ("Amendment No. 9"), Amendment No. 10 dated November 23, 2010 ("Amendment No. 10"), Amendment No. 11 dated December 16, 2011 ("Amendment No. 11"), Amendment No. 12 dated April 24, 2012 ("Amendment No. 12"), Amendment No. 13 dated May 21, 2012 ("Amendment No. 13") and Amendment No. 14 dated December 17, 2012 ("Amendment No. 14") (the Original Statement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12, Amendment No. 13, Amendment No. 14 and Amendment No. 15 are sometimes referred to herein collectively as this "statement on Schedule 13D"), relating to the common stock, par value \$0.005 per share ("Common Stock"), of Monster Beverage Corporation, a corporation organized under the laws of the state of Delaware (the "Company"). This Amendment No. 15 reflects transactions and developments through March 18, 2013, relating to such persons' respective holdings of the Company. The Reporting Persons may be deemed to constitute a "group" and, accordingly, jointly file this Amendment No. 15.

Any capitalized terms used in this Amendment No. 15 and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Statement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, Amendment No. 11, Amendment No. 12, Amendment No. 13 and Amendment No. 14.

This Amendment No. 15 is being filed to reflect the entry into a plan intended to comply with Rule 10b5-1 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following:

On March 14, 2013, Mr. Sacks and Mr. Schlosberg each entered into a trading plan, effective as of April 1, 2013 (collectively, the "Trading Plans"), with J.P. Morgan Securities LLC ("Broker") pursuant to which Broker is authorized and directed to sell on behalf of each of Mr. Sacks and Mr. Schlosberg up to 200,000 shares of Common Stock through June 14, 2013, subject to satisfaction of certain conditions, including, among others, trading price. Copies of the Trading Plans are being filed as exhibits hereto and the foregoing description of the Trading Plans is qualified in its entirety by reference to the Trading Plans.

None of the Reporting Persons has any present plans or proposals which relate to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D except as otherwise discussed in this Item 4. The Reporting Persons may, from time to time, and reserve the right to, change their plans or intentions and to take any and all actions that they deem appropriate to maximize the value of their investment, including, among other things, from time to time, disposing of any securities of the Company owned by them or formulating other plans or proposals regarding the Company or its securities to the extent deemed advisable by the Reporting Persons in light of market conditions, subsequent developments affecting the Company, the general business and future prospects of the Company, tax considerations and other factors. Such other plans and proposals may include, without limitation, the entry into additional stock trading plans intended to comply with Rule 10b5-1 promulgated under the Exchange Act.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended by deleting Item 5 in its entirety and inserting in lieu thereof the following:

(a)-(b) See rows (7) through (10) of the cover pages to this Amendment No. 15 for the number of shares of Common Stock as to which each Reporting Person has sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition. See rows (11) and (13) of the cover pages to this Amendment No. 15 for the aggregate number and percentage of shares of Common Stock beneficially owned by each of the Reporting Persons. Percentages calculated in this Amendment No. 15 with respect to Brandon No. 1, Brandon No. 2, HRS Holdings, Hilrod, Hilrod IV, Hilrod V, Hilrod VI, Hilrod VII, Hilrod VIII, Hilrod IX, Hilrod X, Hilrod XI, Hilrod XII, RCS 2008, RCS 2009, RCS Direct, RCS Direct #2 and RCS Direct 2011 are based upon 165,654,852 shares of Common Stock outstanding as of March 14, 2013 (the "Aggregate Outstanding Shares"), as provided by the Company to the Reporting Persons. Percentages calculated in this Amendment No. 15 with respect to each of Mr. Sacks and Mr. Schlosberg are based upon 168,786,046 shares of Common Stock, which is the sum of the Aggregate Outstanding Shares plus the 3,131,194 shares of Common Stock issuable to each of Mr. Sacks and Mr. Schlosberg upon the exercise of options to purchase Common Stock held by him.

As of March 18, 2013, the aggregate number and percentage of shares of Common Stock beneficially owned by the Reporting Persons is 30,142,794 shares, or 17.5% of the outstanding Common Stock. Percentages calculated in this Amendment No. 15 with respect to the Reporting Persons as a group are based upon 171,917,240 shares of Common Stock, which is the sum of the Aggregate Outstanding Shares plus the 6,262,388 aggregate shares of Common Stock issuable to the Reporting Persons upon the exercise of options to purchase Common Stock.

Each of the Reporting Persons disclaims beneficial ownership of the Common Stock held by the other Reporting Persons, except for (a) with respect to Mr. Sacks: (i) 1,249,968 shares of Common Stock beneficially held by him; (ii) 3,131,194 shares presently exercisable under the stock option agreements; (iii) 63,051 shares beneficially held by Hilrod because Mr. Sacks is one of Hilrod's general partners; (iv) 14,157 shares beneficially held by HRS Holdings because Mr. Sacks is one of HRS Holdings' general partners; (v) 1,849 shares beneficially held by Hilrod IV because Mr. Sacks is one of Hilrod IV's general partners; (vi) 714 shares beneficially held by Hilrod V because Mr. Sacks is one of Hilrod V's general partners; (vii) 2,579 shares beneficially held by Hilrod VI because Mr. Sacks is one of Hilrod VI's general partners; (viii) 401 shares beneficially held by Hilrod VII because Mr. Sacks is one of Hilrod VII's general partners; (ix) 1,895 shares beneficially held by Hilrod VIII because Mr. Sacks is one of Hilrod VIII's general partners; (x) 4,822 shares beneficially held by Hilrod IX because Mr. Sacks is one of Hilrod IX's general partners; (xi) 923 shares beneficially held by Hilrod X because Mr. Sacks is one of Hilrod X's general partners; (xii) 1,866 shares beneficially held by Hilrod XI because Mr. Sacks is one of Hilrod XI's general partners; and (xiii) 1,704 shares beneficially held by Hilrod XII because Mr. Sacks is one of Hilrod XII's general partners; and (b) with respect to Mr. Schlosberg: (i) 1,161,997 shares of Common Stock beneficially held by him; (ii) 3,131,194 shares presently exercisable under the stock option agreements; (iii) 63,051 shares beneficially held by Hilrod because Mr. Schlosberg is one of Hilrod's general partners; (iv) 14,157 shares beneficially held by HRS Holdings because Mr. Schlosberg is one of HRS Holdings' general partners; (v) 1,849 shares beneficially held by Hilrod IV because Mr. Schlosberg is one of Hilrod IV's general partners; (vi) 714 shares beneficially held by Hilrod V because Mr. Schlosberg is one of Hilrod V's general partners; (vii) 2,579 shares beneficially held by Hilrod VI because Mr. Schlosberg is one of Hilrod VI's general partners; (viii) 401 shares beneficially held by Hilrod VII because Mr. Schlosberg is one of Hilrod VII's general partners; (ix) 1,895 shares beneficially held by Hilrod VIII because Mr. Schlosberg is one of Hilrod VIII's general partners; (x) 4,822 shares beneficially held by Hilrod IX because Mr. Schlosberg is one of Hilrod IX's general partners; (xi) 923 shares beneficially held by Hilrod X because Mr. Schlosberg is one of Hilrod X's general partners; (xii) 1,866 shares beneficially held by Hilrod XI because Mr. Schlosberg is one of Hilrod XI's general partners; and (xiii) 1,704 shares beneficially held by Hilrod XII because Mr. Schlosberg is one of Hilrod XII's general partners.

(c) All transactions effected by the Reporting Persons in the Company's securities during the past 60 days is set forth in Schedule A hereto.

(d) No other person is known to have the right to receive, or the power to direct the receipt of dividends from, or the proceeds from the sale of, such securities.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by adding the following:

See Item 4 above for a description of the Trading Plans, which is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

1. Trading Plan between Mr. Sacks and Broker, dated March 14, 2013.
 2. Trading Plan between Mr. Schlosberg and Broker, dated March 14, 2013.
-

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

March 18, 2013

BRANDON LIMITED PARTNERSHIP NO. 1

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

BRANDON LIMITED PARTNERSHIP NO. 2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: General Partner

HRS HOLDINGS, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings IV, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings V, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VI, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings VIII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg

Title: General Partner

Hilrod Holdings IX, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings X, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XI, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

Hilrod Holdings XII, L.P.

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: General Partner

The Rodney C. Sacks 2008 Grantor Retained Annuity Trust #2

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: Co-Trustee

The Rodney C. Sacks 2009 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2010 Grantor Retained Annuity Trust #2

By: /s/ Rodney C. Sacks
Name: Rodney C. Sacks
Title: Trustee

The RCS Direct 2011 Grantor Retained Annuity Trust

By: /s/ Hilton H. Schlosberg
Name: Hilton H. Schlosberg
Title: Trustee

/s/ Rodney C. Sacks
RODNEY C. SACKS

/s/ Hilton H. Schlosberg
HILTON H. SCHLOSBERG

SCHEDULE A

The following are the transactions in the Company's securities during the past 60 days:

| | <u>Date of Transaction</u> | <u>No. of Securities Acquired/(Disposed Of)</u> | <u>Average Price Per Security</u> | <u>Range of Prices Per Security</u> |
|----------------|----------------------------|---|-----------------------------------|-------------------------------------|
| Mr. Sacks | 02/14/2013 | (4,000) | \$ 0(1) | N/A |
| Mr. Sacks | 03/05/2013 | (143,903) | \$ 49.21(2) | \$48.76 - \$49.76 |
| Mr. Sacks | 03/05/2013 | (6,097) | \$ 49.88(2) | \$49.7675 - \$50.01 |
| Mr. Schlosberg | 03/05/2013 | (143,877) | \$ 49.21(2) | \$48.76 - \$49.76 |
| Mr. Schlosberg | 03/05/2013 | (6,123) | \$ 49.88(2) | \$49.7625 - \$50.01 |
| Mr. Sacks | 03/06/2013 | (169,647) | \$ 48.7(2) | \$48.2225 - \$49.2125 |
| Mr. Sacks | 03/06/2013 | (353) | \$ 49.24(2) | \$49.23 - \$49.25 |
| Mr. Schlosberg | 03/06/2013 | (169,748) | \$ 48.7(2) | \$48.23 - \$49.23 |
| Mr. Schlosberg | 03/06/2013 | (252) | \$ 49.26(2) | \$49.24 - \$49.27 |
| Mr. Sacks | 03/07/2013 | (139,752) | \$ 48.23(2) | \$48.00 - \$48.91 |
| Mr. Schlosberg | 03/07/2013 | (139,783) | \$ 48.22(2) | \$48.00 - \$48.91 |
| Mr. Schlosberg | 03/07/2013 | (100) | \$ 49.13 | N/A |
| Mr. Sacks | 03/08/2013 | (4,315) | \$ 48.01(2) | \$48.00 - \$48.085 |
| Mr. Schlosberg | 03/08/2013 | (4,400) | \$ 48.01(2) | \$48.00 - \$48.09 |
| Mr. Schlosberg | 03/14/2013 | (110,000) | \$ 47.2(2) | \$47.00 - \$47.63 |
| Mr. Sacks | 03/14/2013 | (110,000) | \$ 47.2(2) | \$47.00 - \$47.63 |

(1) On February 14, 2013, Mr. Sacks gifted 4,000 shares of Common Stock to a charity pursuant to Rule 16b-5.

(2) This transaction was executed in multiple trades in the open market. The price reported above reflects the weighted average sale price per share of Common Stock sold. The range of sales prices for these transactions is set forth above. The Reporting Persons hereby undertake to provide upon request to the SEC staff, the Company or a security holder of the Company full information regarding the number of shares and prices at which the transaction was effected.

CUSIP No. 611740101

13D/A

EXHIBIT INDEX

1. Trading Plan between Rodney C. Sacks and J.P. Morgan Securities LLC, dated March 14, 2013.
 2. Trading Plan between Hilton H. Schlosberg and J.P. Morgan Securities LLC, dated March 14, 2013.
-

Sales Plan

Sales Plan, adopted March 14, 2013 (the "Sales Plan"), between Rodney Sacks ("Seller") and J.P. Morgan Securities LLC ("JPMS"). The purpose of this Sales Plan is to achieve the investment objectives of broader diversification of investments, while reducing the risk of over concentration in a particular investment.

RECITALS

WHEREAS, the Seller desires to establish this Sales Plan to sell common shares (the "Stock") of Monster Beverage Corporation ("the "Issuer"); and

WHEREAS, the Seller desires to sell a total of 200,000 shares of Stock (the "Total Plan Shares"), and

WHEREAS, the Seller desires to engage JPMS to effect sales of shares of Stock in accordance with the Sales Plan;

NOW, THEREFORE, the Seller and JPMS hereby agree as follows:

A. IMPLEMENTATION OF THE SALES PLAN

1. JPMS shall effect sales (each a "Sale") of shares of Stock only on days on which the Nasdaq Global Select (the "Exchange") is open and the Stock trades regular way on the Exchange, pursuant to the specific instructions specified on Schedule A.

2. Seller acknowledges and agrees that JPMS will handle the above order on a best efforts basis. In the event any limit prices of orders are away from the prevailing market prices at any time, there can be no assurance that such orders will be executed in whole or in part. Seller agrees that all orders may be partially executed and will not be treated as an all or none order. JPMS may effect sales of Stock which may coincide with sales of Stock by other accounts held with JPMS including, but not limited to, sales made pursuant to other sales plans with JPMS. In such instances, JPMS will make allocations in a manner believed by JPMS to be equitable to each client. JPMS may aggregate sales of Stock under the Sales Plan with sales of the Stock by other JPMS accounts.

3. Seller agrees to deposit 200,000 shares of Stock into the JPMorgan Chase Bank, N.A. Asset Custody Account or JPMS Margin Brokerage Account ("Account"). JPMS reserves the right to suspend or cancel this Sales Plan prior to the first Sale if the shares of Stock have not been deposited into an Account for any reason. JPMS shall withdraw Stock from the Seller's Account in order to effect sales of Stock under this Sales Plan. If on any day that sales are to be made under this Sales Plan the number of shares of Stock in the Seller's Account is less than the number of shares to be sold on such day, then JPMS shall notify Seller promptly of such deficiency, and Seller agrees to promptly deposit into the Account the number of shares of Stock necessary to eliminate such deficiency.

4. Seller agrees not to remove or transfer shares of Stock out of the Account, in any manner that would cause an alteration of, or deviation from, the terms of this Sales Plan.

5. To the extent that any Stock remains in the Seller's Account upon termination of this Sales Plan, JPMS agrees to return any such Stock for which JPMS had restrictions removed for the purpose of this Sales Plan promptly to the Issuer's transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of the Seller.

6. JPMS will deduct its reasonable and customary commissions from the proceeds of sales of Stock under this Sales Plan, together with any other expenses incurred by JPMS in connection with such sales.

7. The Total Plan Shares, the shares to be sold on a particular day, and the limit prices, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the term of this Sales Plan.

8. Subject to Paragraph F.5, this Sales Plan shall become effective on April 1, 2013 ("Effective Date"), and shall terminate on the earlier of (a) the close of business on June 14, 2013; (b) the date on which the Total Plan Shares have been sold; (c) the date this Sales Plan is terminated pursuant to Section E; (d) the date on which the unit of JPMS responsible for executing sales of Stock pursuant to this Sales Plan receives notice or otherwise becomes aware of (i) the closing of a tender or exchange offer with respect to the Stock or of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Stock is to be exchanged or converted into shares of another company or for other consideration; (ii) the death or mental incapacity of the Seller; or (iii) the commencement or impending commencement of any proceedings in respect of or triggered by Seller's bankruptcy or insolvency.

9. Seller acknowledges and agrees that he does not have authority, influence or control over any sales of Stock effected by JPMS pursuant to this Sales Plan, and will not attempt to exercise any authority, influence or control over such sales. JPMS agrees not to seek advice from Seller with respect to the manner in which it effects sales under this Sales Plan. JPMS shall execute the trades in such a way as to attempt to minimize the negative price impact on the market and to attempt to maximize the prices obtained for the shares sold. JPMS may use its discretion in how to work the order to attempt to achieve the best execution above the minimum price per share, but at no time will the Seller communicate to JPMS any instructions on how to execute the order.

10. Seller will be notified of all transactions pursuant to customary trade confirmations that are provided in the normal course of business. In addition, JPMS will use reasonable efforts to notify both the Issuer and the Seller via email of each transaction pursuant to this Sales Plan no later than one business day after the trading date of such transaction.

11. Seller understands that JPMS may not be able to effect a sale due to a market disruption or a legal, regulatory or contractual restriction applicable to JPMS, an insufficient number of shares of Stock being in the Account, JPMS having received written confirmation from the Issuer that the Issuer has not complied with the reporting requirements of Section 13 or 15(d) of the Exchange Act that are a condition to complying with Rule 144 or 145 under the Securities Act of 1933 (the "Securities Act"), or a pending sale under this Sales Plan causing Seller to exceed any applicable volume limitations of Rule 144 or 145 under the Securities Act. If any sale cannot be executed as required by Paragraph A.1 due to: (a) Issuer not complying with the reporting requirements of Section 13 or 15(d) of the Exchange Act that are a condition to complying with Rule 144 or 145 under the Securities Act, JPMS will carry over any unsold shares to be sold in whole or in increments pursuant to the terms of Schedule A as and when the Issuer has provided written confirmation to JPMS that the Issuer is currently compliant with such reporting requirements; (b) the applicable volume limitations of Rule 144 or 145 under the Securities Act, then JPMS will recalculate the volume limitations on a weekly basis and carry over any unsold shares to be sold in whole or in increments pursuant to the terms of Schedule A as and when the volume limitations permit; or (c) a market disruption, a legal, regulatory or contractual restriction applicable to JPMS or any other such event, such sale shall be cancelled and shall not be effected pursuant to this Sales Plan, and, notwithstanding any language to the contrary herein, there shall be no carryover associated with such cancelled sale other than as set forth in Schedule A.

12. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).

13. In the event that it is necessary for JPMS to borrow or purchase shares of Stock in order to complete any sale on behalf of Seller pursuant to this sales Plan, Seller authorizes JPMS to borrow or purchase such shares and agrees to be responsible for any expense or loss which JPMS may sustain relating to such borrowing or purchase, including any expense or loss JPMS may sustain as a result of its inability to borrow or purchase shares of Stock to complete its delivery obligation.

B. RULES 144 AND 145

The following three paragraphs shall only apply to Sellers who are subject to Rules 144 and 145.

1. JPMS agrees to conduct all sales in accordance with the manner of sale requirement of Rule 144 or 145 under the Securities Act, and in no event shall JPMS effect any such sale if such sale would exceed the then applicable volume limitation under Rule 144, assuming JPMS's sales under this Sales Plan and those notified to JPMS pursuant to Paragraph B.3 are the only sales subject to that limitation. JPMS will be responsible for completing and filing on behalf of the Seller the required Form 144s that Seller shall execute and provide, as requested by JPMS. Seller understands and agrees that JPMS shall make one Form 144 filing at the start of each three-month period with the initial filing made on the date on which the first order to sell Stock is placed hereunder.

2. Each such Form 144 shall state in the "Remarks" section that the sales thereunder are being made pursuant to a previously adopted plan intended to comply with Rule 10b5-1(c), shall include the date the Seller adopted this Sales Plan and shall indicate that the representation regarding the Seller's knowledge of material information speaks as of the adoption date of this Sales Plan.

3. Seller agrees not to take any action that would cause the sales not to comply with Rule 144 or 145, and Seller agrees not to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 to take any action that would cause the sales not to comply with Rules 144 or 145. Seller may not enter into any other selling program or transaction without the prior consent of JPMS. Notwithstanding the foregoing, the Seller may without the prior written consent of JPMS enter into additional sales transactions starting May 13, 2013. Such additional sale transactions outside of the Sales Plan will only be conducted through JPMS and Seller will take all necessary steps so that such additional sales transactions will not cause the sales under this Sales Plan to no longer comply with Rule 144 or 145.

C. REPRESENTATIONS AND AGREEMENTS OF SELLER

1. Seller represents and warrants that as of the time of execution of, and entering into, this Sales Plan: (a) to the best of Seller's knowledge there is no blackout period (as defined in 17 C.F.R. Section 245.100(b), a "Blackout Period") in effect for Issuer, (b) the Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) or of the actual or approximate beginning or ending dates of a Blackout Period for Issuer, and (c) the Seller is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Exchange Act or other applicable securities laws.

2. At the time of Seller's execution of this Sales Plan, Seller has not entered into or altered a corresponding or hedging transaction with respect to the Total Plan Shares. Seller agrees not to enter into any such transaction while this Sales Plan remains in effect.

3. Seller agrees to make all filings, if any, required under and monitor his own compliance with Sections 13(d), 13(g) and 16 of the Exchange Act.

4. Except as provided in Paragraph B.1, Seller acknowledges and agrees that JPMS has no duty to determine whether Seller has violated Rules 144 or 145 under the Securities Act, or Sections 13(d), 13(g) or 16 of the Exchange Act or the rules adopted by the SEC thereunder. Seller understands that this Plan in no way alters his obligations and responsibilities under Section 16, including those prohibitions against short swing profits.

5. Seller understands that there may be specific state law restrictions or limitations applicable to this Sales Plan. Seller acknowledges and agrees that JPMS has not provided Seller with any tax, accounting or legal advice. Seller understands that he should seek the advice of counsel regarding this Sales Plan and the various securities and tax law issues related thereto.

6. Seller agrees to notify JPMS immediately in the event of trading restrictions being imposed as the result of any lock up event restricting sales by affiliates, such as a stock offering or tender offer.

7. Seller represents and warrants that he is able to sell shares of Stock, as contemplated by this Sales Plan, in accordance with the Issuer's insider trading policies and Seller has obtained the acknowledgement of the Issuer to enter into this Sales Plan. Seller further represents and warrants that the Stock is not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rules 144 or 145, if applicable).

D. INDEMNIFICATION AND LIMITATION ON LIABILITY

1. Seller agrees to indemnify and hold harmless JPMS and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to JPMS's actions taken or not taken in compliance with this Sales Plan or arising out of or attributable to any breach by Seller of this Sales Plan (including Seller's representations and warranties hereunder) or any violation by Seller of applicable laws or regulations. This indemnification shall survive termination of this Sales Plan. Notwithstanding the foregoing, Seller shall have no indemnification obligation to the extent any claims, losses, damages or liabilities are due to the gross negligence, recklessness or willful misconduct of JPMS or any other indemnified person.

2. Notwithstanding any other provision hereof, JPMS shall not be liable to Seller for: (a) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen; or (b) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".

E. SUSPENSION, TERMINATION AND AMENDMENT

1. This Sales Plan may be (a) suspended or terminated by Issuer at any time upon three business days' prior written notice or (b) terminated by Seller at any time upon three business days' prior written notice. Any such suspension or termination shall be made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or other applicable securities laws. JPMS will require certain representations from Seller and acknowledgement of Issuer as a condition to such suspension or termination.

2. This Sales Plan shall be suspended, or at JPMS's option, terminated, if JPMS receives notice, whether pursuant to Paragraph C.6 or otherwise, of the occurrence of any legal, contractual or regulatory restriction applicable to Seller or its affiliates, including without limitation, any restriction related to a merger or acquisition, or a stock offering requiring an affiliate lock-up, that would prohibit sales pursuant to this Sales Plan.

3. Seller may amend or modify this Sales Plan only upon the written consent of JPMS. Any such amendment or modification shall be made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or other applicable securities laws. Seller agrees that he will not amend or modify this Sales Plan at any time: (a) that a Blackout Period is in effect for Issuer or (b) that he is aware of any material non-public information about the Issuer and/or the Stock or of the actual or approximate beginning or ending dates of a Blackout Period for Issuer. JPMS will require certain representations from Seller and acknowledgement of Issuer as a condition to such amendment or modification.

F. GENERAL

1. This Sales Plan shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles and may be modified or amended only by a writing signed by the parties hereto and acknowledged by the Issuer.

2. This Sales Plan shall be subject to all terms and conditions governing the Seller's Account, including the General Terms for Accounts and Services, the Asset Account Agreement and the JPMS Brokerage Agreement, including such provisions dealing with binding arbitration and waiving the right to litigate. This Sales Plan, together with the terms and conditions referenced in the preceding sentence, as well as any amendments or modifications made pursuant to this Sales Plan and those terms and conditions, represent the complete agreement between the parties on these subjects.

3. All notices to JPMS under this Sales Plan shall be given to JPMS by facsimile at (212) 464-1118 or by certified mail at J.P. Morgan Securities LLC., 270 Park Avenue, 5th Floor, New York, NY 10017, Attn: Richelle Mackiewicz.

4. Seller's rights and obligations under this Sales Plan may not be assigned or delegated without the written permission of JPMS.

5. This Sales Plan shall not be effective until executed by Seller and JPMS, and acknowledged by Issuer. This Sales Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

Signature(s):

/s/Rodney Sacks March 14, 2013

Rodney Sacks

Account Name(s) & Number(s):

[_____]

[_____]

J.P. Morgan Securities LLC

By: /s/ Richelle Mackiewicz March 14, 2013

Name: Richelle Mackiewicz

Title: Managing Director

Acknowledged:

Monster Beverage Corporation

By: /s/ Paul Dechary March 14, 2013

Name: Paul Dechary

Title: Vice President, Senior Legal Counsel and Compliance Officer

Address: 550 Monica Circle, Suite 201, Corona, CA 92880

Sales Plan

Sales Plan, adopted March 14, 2013 (the "Sales Plan"), between Hilton Schlosberg ("Seller") and J.P. Morgan Securities LLC ("JPMS"). The purpose of this Sales Plan is to achieve the investment objectives of broader diversification of investments, while reducing the risk of over concentration in a particular investment.

RECITALS

WHEREAS, the Seller desires to establish this Sales Plan to sell common shares (the "Stock") of Monster Beverage Corporation ("the Issuer"); and

WHEREAS, the Seller desires to sell a total of 200,000 shares of Stock (the "Total Plan Shares"), and

WHEREAS, the Seller desires to engage JPMS to effect sales of shares of Stock in accordance with the Sales Plan;

NOW, THEREFORE, the Seller and JPMS hereby agree as follows:

A. IMPLEMENTATION OF THE SALES PLAN

1. JPMS shall effect sales (each a "Sale") of shares of Stock only on days on which the Nasdaq Global Select (the "Exchange") is open and the Stock trades regular way on the Exchange, pursuant to the specific instructions specified on Schedule A.

2. Seller acknowledges and agrees that JPMS will handle the above order on a best efforts basis. In the event any limit prices of orders are away from the prevailing market prices at any time, there can be no assurance that such orders will be executed in whole or in part. Seller agrees that all orders may be partially executed and will not be treated as an all or none order. JPMS may effect sales of Stock which may coincide with sales of Stock by other accounts held with JPMS including, but not limited to, sales made pursuant to other sales plans with JPMS. In such instances, JPMS will make allocations in a manner believed by JPMS to be equitable to each client. JPMS may aggregate sales of Stock under the Sales Plan with sales of the Stock by other JPMS accounts.

3. Seller agrees to deposit 200,000 shares of Stock into the JPMorgan Chase Bank, N.A. Asset Custody Account or JPMS Margin Brokerage Account ("Account"). JPMS reserves the right to suspend or cancel this Sales Plan prior to the first Sale if the shares of Stock have not been deposited into an Account for any reason. JPMS shall withdraw Stock from the Seller's Account in order to effect sales of Stock under this Sales Plan. If on any day that sales are to be made under this Sales Plan the number of shares of Stock in the Seller's Account is less than the number of shares to be sold on such day, then JPMS shall notify Seller promptly of such deficiency, and Seller agrees to promptly deposit into the Account the number of shares of Stock necessary to eliminate such deficiency.

4. Seller agrees not to remove or transfer shares of Stock out of the Account, in any manner that would cause an alteration of, or deviation from, the terms of this Sales Plan.

5. To the extent that any Stock remains in the Seller's Account upon termination of this Sales Plan, JPMS agrees to return any such Stock for which JPMS had restrictions removed for the purpose of this Sales Plan promptly to the Issuer's transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of the Seller.

6. JPMS will deduct its reasonable and customary commissions from the proceeds of sales of Stock under this Sales Plan, together with any other expenses incurred by JPMS in connection with such sales.

7. The Total Plan Shares, the shares to be sold on a particular day, and the limit prices, shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the term of this Sales Plan.

8. Subject to Paragraph F.5, this Sales Plan shall become effective on April 1, 2013 ("Effective Date"), and shall terminate on the earlier of (a) the close of business on June 14, 2013; (b) the date on which the Total Plan Shares have been sold; (c) the date this Sales Plan is terminated pursuant to Section E; (d) the date on which the unit of JPMS responsible for executing sales of Stock pursuant to this Sales Plan receives notice or otherwise becomes aware of (i) the closing of a tender or exchange offer with respect to the Stock or of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Issuer as a result of which the Stock is to be exchanged or converted into shares of another company or for other consideration; (ii) the death or mental incapacity of the Seller; or (iii) the commencement or impending commencement of any proceedings in respect of or triggered by Seller's bankruptcy or insolvency.

9. Seller acknowledges and agrees that he does not have authority, influence or control over any sales of Stock effected by JPMS pursuant to this Sales Plan, and will not attempt to exercise any authority, influence or control over such sales. JPMS agrees not to seek advice from Seller with respect to the manner in which it effects sales under this Sales Plan. JPMS shall execute the trades in such a way as to attempt to minimize the negative price impact on the market and to attempt to maximize the prices obtained for the shares sold. JPMS may use its discretion in how to work the order to attempt to achieve the best execution above the minimum price per share, but at no time will the Seller communicate to JPMS any instructions on how to execute the order.

10. Seller will be notified of all transactions pursuant to customary trade confirmations that are provided in the normal course of business. In addition, JPMS will use reasonable efforts to notify both the Issuer and the Seller via email of each transaction pursuant to this Sales Plan no later than one business day after the trading date of such transaction.

11. Seller understands that JPMS may not be able to effect a sale due to a market disruption or a legal, regulatory or contractual restriction applicable to JPMS, an insufficient number of shares of Stock being in the Account, JPMS having received written confirmation from the Issuer that the Issuer has not complied with the reporting requirements of Section 13 or 15(d) of the Exchange Act that are a condition to complying with Rule 144 or 145 under the Securities Act of 1933 (the "Securities Act"), or a pending sale under this Sales Plan causing Seller to exceed any applicable volume limitations of Rule 144 or 145 under the Securities Act. If any sale cannot be executed as required by Paragraph A.1 due to: (a) Issuer not complying with the reporting requirements of Section 13 or 15(d) of the Exchange Act that are a condition to complying with Rule 144 or 145 under the Securities Act, JPMS will carry over any unsold shares to be sold in whole or in increments pursuant to the terms of Schedule A as and when the Issuer has provided written confirmation to JPMS that the Issuer is currently compliant with such reporting requirements; (b) the applicable volume limitations of Rule 144 or 145 under the Securities Act, then JPMS will recalculate the volume limitations on a weekly basis and carry over any unsold shares to be sold in whole or in increments pursuant to the terms of Schedule A as and when the volume limitations permit; or (c) a market disruption, a legal, regulatory or contractual restriction applicable to JPMS or any other such event, such sale shall be cancelled and shall not be effected pursuant to this Sales Plan, and, notwithstanding any language to the contrary herein, there shall be no carryover associated with such cancelled sale other than as set forth in Schedule A.

12. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).

13. In the event that it is necessary for JPMS to borrow or purchase shares of Stock in order to complete any sale on behalf of Seller pursuant to this sales Plan, Seller authorizes JPMS to borrow or purchase such shares and agrees to be responsible for any expense or loss which JPMS may sustain relating to such borrowing or purchase, including any expense or loss JPMS may sustain as a result of its inability to borrow or purchase shares of Stock to complete its delivery obligation.

B. RULES 144 AND 145

The following three paragraphs shall only apply to Sellers who are subject to Rules 144 and 145.

1. JPMS agrees to conduct all sales in accordance with the manner of sale requirement of Rule 144 or 145 under the Securities Act, and in no event shall JPMS effect any such sale if such sale would exceed the then applicable volume limitation under Rule 144, assuming JPMS's sales under this Sales Plan and those notified to JPMS pursuant to Paragraph B.3 are the only sales subject to that limitation. JPMS will be responsible for completing and filing on behalf of the Seller the required Form 144s that Seller shall execute and provide, as requested by JPMS. Seller understands and agrees that JPMS shall make one Form 144 filing at the start of each three-month period with the initial filing made on the date on which the first order to sell Stock is placed hereunder.

2. Each such Form 144 shall state in the "Remarks" section that the sales thereunder are being made pursuant to a previously adopted plan intended to comply with Rule 10b5-1(c), shall include the date the Seller adopted this Sales Plan and shall indicate that the representation regarding the Seller's knowledge of material information speaks as of the adoption date of this Sales Plan.

3. Seller agrees not to take any action that would cause the sales not to comply with Rule 144 or 145, and Seller agrees not to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 to take any action that would cause the sales not to comply with Rules 144 or 145. Seller may not enter into any other selling program or transaction without the prior consent of JPMS. Notwithstanding the foregoing, the Seller may without the prior written consent of JPMS enter into additional sales transactions starting May 13, 2013. Such additional sale transactions outside of the Sales Plan will only be conducted through JPMS and Seller will take all necessary steps so that such additional sales transactions will not cause the sales under this Sales Plan to no longer comply with Rule 144 or 145.

C. REPRESENTATIONS AND AGREEMENTS OF SELLER

1. Seller represents and warrants that as of the time of execution of, and entering into, this Sales Plan: (a) to the best of Seller's knowledge there is no blackout period (as defined in 17 C.F.R. Section 245.100(b), a "Blackout Period") in effect for Issuer, (b) the Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) or of the actual or approximate beginning or ending dates of a Blackout Period for Issuer, and (c) the Seller is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Exchange Act or other applicable securities laws.

2. At the time of Seller's execution of this Sales Plan, Seller has not entered into or altered a corresponding or hedging transaction with respect to the Total Plan Shares. Seller agrees not to enter into any such transaction while this Sales Plan remains in effect.

3. Seller agrees to make all filings, if any, required under and monitor his own compliance with Sections 13(d), 13(g) and 16 of the Exchange Act.

4. Except as provided in Paragraph B.1, Seller acknowledges and agrees that JPMS has no duty to determine whether Seller has violated Rules 144 or 145 under the Securities Act, or Sections 13(d), 13(g) or 16 of the Exchange Act or the rules adopted by the SEC thereunder. Seller understands that this Plan in no way alters his obligations and responsibilities under Section 16, including those prohibitions against short swing profits.

5. Seller understands that there may be specific state law restrictions or limitations applicable to this Sales Plan. Seller acknowledges and agrees that JPMS has not provided Seller with any tax, accounting or legal advice. Seller understands that he should seek the advice of counsel regarding this Sales Plan and the various securities and tax law issues related thereto.

6. Seller agrees to notify JPMS immediately in the event of trading restrictions being imposed as the result of any lock up event restricting sales by affiliates, such as a stock offering or tender offer.

7. Seller represents and warrants that he is able to sell shares of Stock, as contemplated by this Sales Plan, in accordance with the Issuer's insider trading policies and Seller has obtained the acknowledgement of the Issuer to enter into this Sales Plan. Seller further represents and warrants that the Stock is not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rules 144 or 145, if applicable).

D. INDEMNIFICATION AND LIMITATION ON LIABILITY

1. Seller agrees to indemnify and hold harmless JPMS and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) arising out of or attributable to JPMS's actions taken or not taken in compliance with this Sales Plan or arising out of or attributable to any breach by Seller of this Sales Plan (including Seller's representations and warranties hereunder) or any violation by Seller of applicable laws or regulations. This indemnification shall survive termination of this Sales Plan. Notwithstanding the foregoing, Seller shall have no indemnification obligation to the extent any claims, losses, damages or liabilities are due to the gross negligence, recklessness or willful misconduct of JPMS or any other indemnified person.

2. Notwithstanding any other provision hereof, JPMS shall not be liable to Seller for: (a) special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen; or (b) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".

E. SUSPENSION, TERMINATION AND AMENDMENT

1. This Sales Plan may be (a) suspended or terminated by Issuer at any time upon three business days' prior written notice or (b) terminated by Seller at any time upon three business days' prior written notice. Any such suspension or termination shall be made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or other applicable securities laws. JPMS will require certain representations from Seller and acknowledgement of Issuer as a condition to such suspension or termination.

2. This Sales Plan shall be suspended, or at JPMS's option, terminated, if JPMS receives notice, whether pursuant to Paragraph C.6 or otherwise, of the occurrence of any legal, contractual or regulatory restriction applicable to Seller or its affiliates, including without limitation, any restriction related to a merger or acquisition, or a stock offering requiring an affiliate lock-up, that would prohibit sales pursuant to this Sales Plan.

3. Seller may amend or modify this Sales Plan only upon the written consent of JPMS. Any such amendment or modification shall be made in good faith and not as a part of a plan or scheme to evade the prohibitions of Rule 10b5-1 or other applicable securities laws. Seller agrees that he will not amend or modify this Sales Plan at any time: (a) that a Blackout Period is in effect for Issuer or (b) that he is aware of any material non-public information about the Issuer and/or the Stock or of the actual or approximate beginning or ending dates of a Blackout Period for Issuer. JPMS will require certain representations from Seller and acknowledgement of Issuer as a condition to such amendment or modification.

F. GENERAL

1. This Sales Plan shall be governed by and construed in accordance with the laws of the State of New York without reference to choice of law principles and may be modified or amended only by a writing signed by the parties hereto and acknowledged by the Issuer.

2. This Sales Plan shall be subject to all terms and conditions governing the Seller's Account, including the General Terms for Accounts and Services, the Asset Account Agreement and the JPMS Brokerage Agreement, including such provisions dealing with binding arbitration and waiving the right to litigate. This Sales Plan, together with the terms and conditions referenced in the preceding sentence, as well as any amendments or modifications made pursuant to this Sales Plan and those terms and conditions, represent the complete agreement between the parties on these subjects.

3. All notices to JPMS under this Sales Plan shall be given to JPMS by facsimile at (212) 464-1118 or by certified mail at J.P. Morgan Securities LLC., 270 Park Avenue, 5th Floor, New York, NY 10017, Attn: Richelle Mackiewicz.

4. Seller's rights and obligations under this Sales Plan may not be assigned or delegated without the written permission of JPMS.

5. This Sales Plan shall not be effective until executed by Seller and JPMS, and acknowledged by Issuer. This Sales Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

Signature(s):

/s/ Hilton Schlosberg March 14, 2013

Hilton Schlosberg

Account Name(s) & Number(s):

[_____]

[_____]

J.P. Morgan Securities LLC

By: /s/ Richelle Mackiewicz March 14, 2013

Name: Richelle Mackiewicz

Title: Managing Director

Acknowledged:

Monster Beverage Corporation

By: /s/ Paul Dechary

March 14, 2013

Name: Paul Dechary

Title: Vice President, Senior Legal Counsel and Compliance Officer

Address: 550 Monica Circle, Suite 201, Corona, CA 92880
